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November 19, 2004
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VIA HAND DELIVERY

Hon. Pat Miller, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Joint Petition for Arbitration of NewSouth Communications Corp., et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended*
Docket No. 04-00046

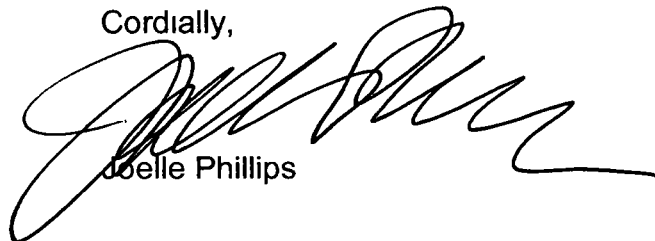
Dear Chairman Miller:

Enclosed are the original and fourteen copies of Rebuttal Testimony of the following witnesses on behalf of BellSouth:

Kathy Blake
Scot Ferguson
Eric Fogle
Carlos Morillo
Eddie L. Owens

Copies of the enclosed are being provided to counsel of record.

Cordially,



Joelle Phillips

JJP.ch

CERTIFICATE OF SERVICE

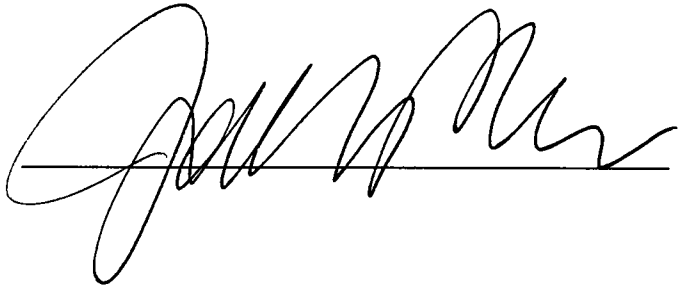
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A handwritten signature in black ink, appearing to read "John J. Heitmann", is written over a horizontal line.

CERTIFICATE OF SERVICE

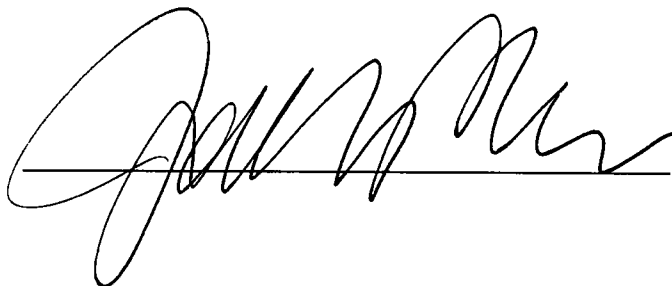
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1 BELLSOUTH TELECOMMUNICATIONS, INC
2 REBUTTAL TESTIMONY OF KATHY K. BLAKE
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 04-00046
5 NOVEMBER 19, 2004

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR
9 BUSINESS ADDRESS.

10

11 A. My name is Kathy K. Blake. I am employed by BellSouth as Director – Policy
12 Implementation for the nine-state BellSouth region. My business address is
13 675 West Peachtree Street, Atlanta, Georgia 30375

14

15 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

16

17 A. Yes. I filed direct testimony on June 25, 2004 and Supplemental Direct
18 Testimony on October 29, 2004.

19

20 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

21

22 A. My rebuttal testimony responds to portions of the Supplemental Direct
23 Testimony filed by the Joint Petitioners on October 29, 2004.

24

25

1 SUPPLEMENTAL ISSUES

2
3 Q. SHOULD THE TENNESSEE REGULATORY AUTHORITY
4 ("AUTHORITY") DEFER RESOLUTION OF THE SUPPLEMENTAL
5 ISSUES IN THIS ARBITRATION PROCEEDING?
6

7 A. Yes. As I previously asserted in my Supplemental Direct Testimony, the
8 Authority should defer resolution of the Supplemental Issues to the generic
9 proceeding BellSouth filed on October 28, 2004 ("Generic Proceeding"). In
10 the event the Authority wishes to address the Supplemental Issues in this
11 arbitration, BellSouth's position for each Supplemental Issue is set forth
12 below
13

14 *Item 108, Issue S-1: How should the Final FCC Unbundling Rules be incorporated*
15 *into the Agreement?*
16

17 Q. WHAT IS THE JOINT PETITIONERS' POSITION AND HOW DO YOU
18 RESPOND?
19

20 A. As stated in my Supplemental Direct Testimony, the Final FCC Unbundling
21 Rules are the permanent rules that the FCC will issue in response to *USTA II's*
22 vacatur of certain FCC unbundling rules ("Final FCC Unbundling Rules" or
23 "Final Unbundling Rules"). In the *Interim Rules Order*, the FCC set forth a
24 comprehensive 12-month plan, consisting of two phases to stabilize the market
25 while it prepares its Final Unbundling Rules. First, the FCC required ILECs to

1 continue to provide unbundled access to mass marketing switching, enterprise
2 market loops, and high capacity dedicated transport under the rates, terms and
3 conditions set forth in CLEC interconnection agreements as of June 15, 2004
4 until the earlier of (1) the FCC issuing its Final Unbundling Rules, or (2) six
5 months after Federal Register publication of the *Interim Rules Order* (March
6 12, 2005) (this period is defined hereafter as the “Interim Period”).¹ Second, in
7 the event the FCC fails to establish its Final Unbundling Rules prior to March
8 12, 2005, the FCC established “transitional measures” for an additional six
9 months (“Transition Period”) that would allow CLECs to serve existing
10 customers with the vacated elements but at higher rates *Id*

11
12 The Joint Petitioners’ position on this issue is that the parties should engage in
13 protracted negotiations and then dispute resolution at the Authority before the
14 Final FCC Unbundling Rules become effective. Simply put, the Joint
15 Petitioners’ position does nothing more than promote delay, which is entirely
16 inconsistent with the intent of the FCC as set forth in the *Interim Rules Order*
17 (I fully explain and describe this intent in my Supplemental Direct Testimony).
18 Further, contrary to the Joint Petitioners’ position, there is nothing in Section
19 251 of the Act that specifically requires the Parties to engage in negotiations
20 and then dispute resolution to address changes in the law as mandated by the
21 FCC. And, in any event, BellSouth’s position does not prohibit the parties
22 from engaging in such negotiations and then amending the Agreement if the

¹ See *Interim Rules Order* at ¶ 1. The FCC further stated that the rates, terms, and conditions frozen as of June 15, 2004 during the Interim Period could be superseded by (1) voluntary agreements, (2) intervening FCC order, and (3) a state commission order raising the rates for network elements. See *Interim Rules Order* at ¶ 1.

1 Parties ultimately agree to something other than what is mandated by the FCC.
2
3 More importantly, the Joint Petitioners' position presumes that the parties will
4 disagree over what the FCC meant in issuing its new rules and that dispute
5 resolution will be required. However, as made clear by the Joint Petitioners'
6 concurrence with BellSouth's definition of switching (see Item. 112) as well as
7 with other issues that the parties have resolved, there will be portions of the
8 Final FCC Unbundling Rules that even the Joint Petitioners' cannot disagree
9 with. Thus, there is no need to frustrate the FCC's stated intent by delaying
10 the total effect of the Final FCC Unbundling Rules. For those limited issues
11 where there is a good faith disagreement over what the FCC ordered,
12 BellSouth will agree to resolve such a dispute before the Authority. However,
13 BellSouth submits that these disputes will be limited and that there should be
14 no dispute over such unambiguous provisions such as what rates BellSouth is
15 allowed to charge and what elements BellSouth is no longer required to
16 unbundle.
17
18 It is interesting to note that the Joint Petitioners' position here appears to
19 contradict their position regarding a similar, albeit resolved, issue concerning
20 the effective date of future rate impacting amendments. In fact, for that issue,
21 the Joint Petitioners objected to BellSouth's proposed language asserting that it
22 provided BellSouth with the opportunity to delay the effectiveness of an
23 amendment, and, according to the Joint Petitioners, injected a huge amount of
24 uncertainty into a process that should be simple and straightforward
25

1 For these reasons and those set forth in my Supplemental Direct Testimony,
2 the Authority should find that the Agreement will automatically incorporate
3 the Final FCC Unbundling Rules immediately upon those rules becoming
4 effective.

5
6 *Item 109, Issue S-2: Should the Agreement automatically incorporate any*
7 *intervening order of the FCC adopted in WC Docket 04-313 or CC Docket 01-*
8 *338 that is issued prior to the issuance of the Final FCC Unbundling Rules to*
9 *the extent any rates, terms or requirements set forth in such an order are in*
10 *conflict with, in addition to, or otherwise different from the rates, terms and*
11 *requirements set forth in the Agreement?*

12
13 Q WHAT IS THE JOINT PETITIONERS' POSITION AND HOW DO YOU
14 RESPOND?

15
16 A. As stated in my Supplemental Direct Testimony, in the *Interim Rules Order*,
17 the FCC recognized that the rates, terms, and conditions frozen as of June 15,
18 2004 during the Interim Period could be superseded by an intervening order of
19 the FCC (e.g., an order addressing a pending petition for reconsideration). See
20 *Interim Rules Order* at ¶ 29.²

21
22 The Joint Petitioners' position is that the parties should engage in protracted

² For example, on October 14, 2004, the FCC granted BellSouth's *TRO* Motion for Reconsideration and found that BellSouth did not have an obligation to unbundle fiber-to-the-curb loops. See *TRO Reconsideration Order*, FCC 04-248, CC Docket 01-338, (rel Oct 18, 2004). This order would be considered an intervening order under the *Interim Rules Order*.

1 negotiations and then dispute resolution at the Authority before an intervening
2 order become effective. For the reasons identified in responding to the
3 CLECs' position as to Item 108, the Authority should reject their attempt to
4 frustrate the FCC's intent by imposing unnecessary conditions as to when any
5 intervening order of the FCC should be implemented and find that the
6 Agreement should automatically incorporate the findings contained in an
7 intervening order on the effective date of such order.

8
9 In addition, with their Issue Statement, the Joint Petitioners' are improperly
10 expanding the scope of this issue to include consideration of an intervening
11 and potentially conflicting state commission order. As set forth in my
12 Supplemental Direct Testimony, the Authority should refuse to consider the
13 issue because it exceeds the parties' agreement regarding the type of issues that
14 could be raised after the 90-day abatement period. In addition, the issue is
15 purely hypothetical in nature and not sanctioned by the *Interim Rules Order*,
16 which specifically recognized the possibility that the FCC and only the FCC
17 would issue an intervening order (which it has) during the Interim Period and
18 that any such order would supersede the FCC's findings in the *Interim Rules*
19 *Order*

20
21 Further, while I am not an attorney, it is my understanding that state
22 commissions are prohibited from issuing orders containing provisions that
23 conflict with the *Interim Rules Order*. In fact, the *Interim Rules Order*
24 identified the only type of state commission order that is permissible – one that
25 increases rates for the frozen elements “[The frozen] rates, terms, and

1 conditions shall remain in place during the interim period, except to the extent
2 that they are or have been superseded by ... (3) (with respect to rates only) a
3 state public utility commission order raising the rates for network elements.”
4 *See Interim Rules Order* at ¶ 29. Thus, unless the Authority increases rates for
5 the frozen elements, the Authority is prohibited from issuing any intervening
6 orders that conflict with the *Interim Rules Order*.

7
8 Further, BellSouth’s position is consistent with the Telecommunications Act
9 of 1996 (the “Act”) The unbundling requirements of Section 251 are
10 *federally* mandated and do not reference *state* law. The reason for this is
11 obvious -- state law is not allowed to frustrate the national regulatory
12 scheme as implemented by the FCC Although a state commission has the
13 authority to enforce state access and interconnection obligations, it may do so
14 only to the extent "consistent with the requirements" of federal law and so as
15 not to "substantially prevent implementation" of the requirements and
16 purposes of federal law. *See* 47 U.S.C. §251(d)(3).

17
18 Finally, any state commission order requiring additional unbundling
19 obligations under state law would be invalid without the state commission
20 performing an impairment analysis This analysis cannot be conducted in the
21 context of a Section 252 arbitration proceeding that addresses BellSouth’s
22 federal obligations under the Act. Consequently, the Authority should reject
23 the Joint Petitioners’ attempt to convert this Section 252 arbitration into an
24 impairment proceeding under state law and find simply that only an
25 intervening FCC order should be automatically incorporated into the parties’

1 Agreement ³

2

3

4 ***Item 110, Issue S-3: If FCC 04-179 is vacated or otherwise modified by a court of***
5 ***competent jurisdiction, how should such order or decision be incorporated into the***
6 ***Agreement?***

7

8 Q. WHAT IS THE JOINT PETITIONERS' POSITION AND HOW DO YOU
9 RESPOND?

10

11 A. The Joint Petitioners' position is that the parties should engage in protracted
12 negotiations and then dispute resolution at the Authority before any vacatur or
13 invalidation of the *Interim Rules Order* becomes effective. For the reasons
14 identified in Item 108, the Authority should reject their attempt to delay and
15 prohibit the implementation of the current status of the law because, in such a
16 scenario, BellSouth would have no obligation to continue to provide the
17 vacated elements. It should also be noted that, in such a case, rather than
18 disconnecting service, BellSouth's transition plan would apply, thereby
19 providing the Joint Petitioners with the opportunity to receive comparable
20 services at non-UNE pricing

21

22 Simply put, in the event a court of competent jurisdiction vacates all or part of
23 the *Interim Rules Order*, there will be no valid impairment findings with

³ Pursuant to the *Interim Rules Order*, if the NCUC issues an order increasing rates for frozen elements during the *Interim Period*, this order should be automatically incorporated into the Agreement as well

1 respect to the vacated elements. Accordingly, the parties' Agreement should
2 automatically incorporate the status of the law on the date the order or decision
3 invalidating all or part of the *Interim Rules Order* becomes effective and the
4 parties should invoke the transition process identified in Item No. 23 to convert
5 vacated elements to comparable, non-UNE services.

6
7
8 ***Item 111, Issue S-4: At the end of the Interim Period, assuming that the Transition***
9 ***Period set forth in FCC 04-179 is neither vacated, modified, nor superceded, should***
10 ***the Agreement automatically incorporate the Transition Period set forth in the***
11 ***Interim Order?***

12
13 Q. WHAT IS THE JOINT PETITIONERS' POSITION AND HOW DO YOU
14 RESPOND?

15
16 A. The Transition Period, as defined in the *Interim Rules Order*, is the six-month
17 period following the expiration of the Interim Period (*i.e.* March 12, 2005 or
18 earlier in the event the FCC issues its Final Unbundling Rules prior). The
19 Transition Period only applies if the Final FCC Unbundling Rules are not in
20 effect at the end of the Interim Period or if the Final FCC Unbundling Rules do
21 not find impairment with respect to one or more of the frozen elements.
22 During the Transition Period, vacated elements for which there has been no
23 finding of impairment will be available to CLECs for their existing customer
24 base but at higher prices. See *Interim Rules Order* at ¶¶ 1, 29. However,
25 during the Transition Period, CLECs are prohibited from adding any new

1 customers at the rates, terms, and conditions set forth in the Transition Period.
2 *Id.* at ¶ 29.

3
4 The Joint Petitioners' position is that the FCC proposed and did not order the
5 Transition Period. As I discussed in my Supplemental Direct Testimony, there
6 can be no doubt that the FCC contemplated and intended for the Transition
7 Period to apply at the expiration of the Interim Period if there were no Final
8 FCC Unbundling Rules at that time, or if there was otherwise no finding of
9 impairment for the vacated elements. The fact that the FCC asked for
10 comments regarding what additional transition requirements should be
11 implemented in the Final FCC Unbundling Rules does not negate that fact that
12 the Transition Period was ordered in the *Interim Rules Order* and is an
13 essential component of the FCC's plan to provide stability and market certainty
14 during its twelve month transition plan.

15
16 Moreover, refusing to find that the Transition Period is automatically
17 incorporated into the parties' Agreement upon it becoming effective and
18 instead requiring negotiation and the resulting dispute resolution frustrates the
19 FCC's intent as it effectively prohibits the parties' from operating under the
20 Transition Period. In fact, it is quite possible that the Transition Period will
21 expire prior to the time any change of law negotiations/proceedings would be
22 concluded, which is clearly not what the FCC intended.

23
24 Furthermore, it is unclear why the Joint Petitioners oppose the automatic
25 incorporation of the Transition Plan in the absence of Final FCC Unbundling

1 Rules Indeed, without it, the Joint Petitioners will have no legal right to
2 obtain new vacated elements after March 12, 2005.

3

4

5 *Item 112, Issue S-5: (A) What rates, terms, and conditions relating to switching,*
6 *enterprise market loops, and dedicated transport were "frozen" by FCC 04-179?*
7 *(B) How should these rates, terms and conditions be incorporated onto the*
8 *Agreement?*

9

10 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

11

12 A The rates, terms, and conditions for the following subject elements were frozen
13 by the FCC in the *Interim Rules Order*, as specifically set forth in the attached
14 Exhibit KKB-1. This exhibit represents BellSouth's proposed language for
15 this issue and is in addition to the general definitions BellSouth presented in
16 my Supplemental Direct Testimony

17

18 Q. WHAT IS THE JOINT PETITIONERS' GENERAL POSITION?

19

20 A The Joint Petitioners' position is that the rates, terms, and conditions associated
21 with switching, dedicated transport, and enterprise loops, as those elements are
22 defined in the Joint Petitioners' Current Agreements, should continue to apply
23 during the Interim Period Importantly, these definitions as well as the
24 Current Agreements themselves have yet to be modified to address the *TRO*
25 Thus, the Joint Petitioners' position is that BellSouth should be obligated to

1 continue to provide switching, dedicated transport, and enterprise loops
2 pursuant to rates, terms, and conditions that do not reflect the FCC's
3 modification of said definitions in the *TRO*.

4
5 Q. DO YOU AGREE THAT THE *INTERIM RULES ORDER* REQUIRED THE
6 PARTIES TO DISREGARD PORTIONS OF THE *TRO* THAT WERE NOT
7 VACATED?

8
9 A. No, but that is exactly what the Joint Petitioners are recommending.
10 Specifically, the Joint Petitioners take the position that *USTA II*'s vacatur of
11 only certain portions of the *TRO* means that those portions *TRO* that were not
12 vacated are frozen by the *Interim Rules Order*. With such an argument, the
13 Joint Petitioners are now attempting to avoid the implementation of the non-
14 vacated portions of the *TRO*. It is clear, however, that the non-vacated
15 portions of the *TRO* were not impacted by *USTA II* and thus were not frozen
16 by the *Interim Rules Order*. In addition to being inconsistent with the intent of
17 the *Interim Rules Order*, such a position is also inconsistent with the practice
18 of the Parties as they have reached agreement regarding how some non-vacated
19 elements of the *TRO* will be implemented in the new Agreement.

20
21 A good example of this is the Parties' agreement on the language that relieves
22 BellSouth from providing fiber to the home loops ("FTTH"). The *Interim*
23 *Rules Order* clearly provides for the amendment of the frozen terms and
24 conditions as a result of an intervening FCC Order. Under the Joint
25 Petitioners' theory, while the *TRO* eliminated the obligation to unbundle

1 FTTH, BellSouth would not be permitted to avail itself of that relief; however,
2 based on the FCC's two intervening orders expanding on the FTTH relief
3 (addressing FTTH to multiple dwelling units ("MDU") and fiber to the curb
4 ("FTTC")) BellSouth would be relieved of those obligations. This result is
5 completely nonsensical and is not supported in any manner by the *Interim*
6 *Rules Order*. It should be noted that, had the Joint Petitioners amended their
7 Current Agreements to make them *TRO*-compliant, this would not be an issue.
8 Instead, because the Joint Petitioners' goal throughout this proceeding has been
9 to delay those changes in the law that are not CLEC-beneficial, they are now
10 attempting to promote antiquated definitions of enterprise loops and dedicated
11 transport that fail to take into account rulings from the FCC that were not
12 impacted by *USTA II*.

13
14 Q. WHAT IS THE JOINT PETITIONERS' POSITION REGARDING THE
15 DEFINITION OF SWITCHING AND HOW DO YOU RESPOND?

16
17 A. The Joint Petitioners appears to agree with BellSouth's definition of mass
18 market switching. Thus, it appears that this is no longer an issue.

19
20 Q. WHAT IS THE JOINT PETITIONERS' POSITION REGARDING THE
21 DEFINITION OF DEDICATED TRANSPORT AND HOW DO YOU
22 RESPOND?

23
24 A. The Joint Petitioners argue that the pre-*TRO* definition of dedicated transport
25 that was in effect on June 15, 2004 in the Current Agreement should apply

1 during the Interim Period. This definition of dedicated transport, however, was
2 modified by the *TRO*. Specifically, in the *TRO*, the FCC excluded entrance
3 facilities and OCn level transmission facilities from the definition of dedicated
4 transport. Dedicated transport, as defined by the FCC in the *TRO*, was the only
5 dedicated transport that the D.C. Circuit addressed and ultimately vacated in
6 *USTA II*. Because the *Interim Rules Order* only froze those rates, terms, and
7 conditions associated with the vacated elements, the frozen rates, terms, and
8 conditions are only those that correspond to the DS1 and DS3 elements that
9 were reviewed by the D.C. Circuit as a result of the *TRO* -- transmission
10 facilities connecting ILEC switches and wire centers in a LATA, including
11 dark fiber transport. Stated another way, the only rates, terms, and conditions
12 that are frozen are those that were vacated, which by necessity were those that
13 the FCC addressed through its *TRO* definition of dedicated transport. To hold
14 otherwise, would allow the Joint Petitioners to receive more through the
15 *Interim Rules Order* than what the D.C. Circuit actually reviewed and what the
16 FCC actually ordered. Simply put, it is beyond reason to suggest that the FCC
17 intended to “freeze” rates, terms, and conditions that exceed the scope of what
18 was vacated by *USTA II*. Moreover, to the extent that the Joint Petitioners
19 argue that the definition of dedicated transport should be frozen and, therefore,
20 that they should be entitled to frozen rates, terms and conditions for all levels
21 of dedicated transport, the *Interim Rules Order* would prohibit the Joint
22 Petitioners from ordering new DS0 level dedicated transport after the Interim
23 Period and prohibit the Joint Petitioners from maintaining DS0 level dedicated
24 transport after the Transition Period. Why the FCC would have eliminated an
25 unbundling obligation through its *Interim Rules Order* that was unaffected by

1 the *USTA II* decision is inconceivable and, yet, would be the result of the Joint
2 Petitioners' self serving and nonsensical interpretation of the *Interim Rules*
3 *Order*.

4
5 Q. WHAT IS THE JOINT PETITIONERS' POSITION REGARDING THE
6 DEFINITION OF ENTERPRISE MARKET LOOPS AND HOW DO YOU
7 RESPOND?

8
9 A. The Joint Petitioners appear to agree with BellSouth with regard to the
10 definition of enterprise market loops. Notwithstanding the Parties' apparent
11 agreement, the Joint Petitioners contend that the antiquated pre-*TRO* definition
12 of enterprise market loops that was in effect on June 15, 2004 in the Current
13 Agreement should apply during the Interim Period. Specifically, the *TRO*
14 defined enterprise market loops as those transmission facilities between a
15 distribution frame (or its equivalent) in the ILEC's central office and the loop
16 demarcation point at an end user customer premises at the DS1 and DS3 level,
17 including dark fiber loops. *TRO* at ¶ 249. This definition of "enterprise
18 market loops" was the only definition that the D.C. Circuit addressed and
19 ultimately vacated in its review in *USTA II* of the FCC's rules in the *TRO*
20 regarding BellSouth's obligation to provide enterprise market loops on an
21 unbundled basis. Because the *Interim Rules Order* only froze those rates,
22 terms, and conditions associated with the vacated elements, the frozen rates,
23 terms, and conditions are only those that are associated with transmission
24 facilities between a distribution frame (or its equivalent) in the ILEC's central
25 office and the loop demarcation point at an end user customer premises at the

1 DS1 and DS3 level, including dark fiber loops. Stated another way, the only
2 rates, terms, and conditions that are frozen are those that meet the FCC's *TRO*
3 definition of enterprise market loops.

4
5 To hold otherwise, would allow the Joint Petitioners to receive more through
6 the *Interim Rules Order* than what the D.C. Circuit actually reviewed and
7 would conflict with the non-vacated portions of the *TRO*. For instance, if the
8 Authority adopts the Joint Petitioners' position, the Joint Petitioners would
9 obtain fiber to the home and fiber to the curb loops during the Interim Period,
10 even though the FCC removed any obligation of BellSouth to provide these
11 loops in the *TRO* and its *TRO Reconsideration Order*. It is beyond reason to
12 suggest that the FCC intended to "freeze" rates, terms, and conditions that
13 exceed the scope of what was vacated or even addressed in *USTA II* (the fiber
14 to the curb ruling in the *TRO Reconsideration Order* was issued after *USTA II*
15 and the *Interim Rules Order*)

16
17 Q HOW DO YOU RESPOND TO THE JOINT PETITIONERS' ASSERTION
18 ON PAGE 156 THAT THE INTERIM RULES ORDER AMENDMENT IS
19 NOT APPLICABLE TO THEM?

20
21 A The Joint Petitioners erroneously claim that they are immune from complying
22 with their change of law obligations in their Current Agreements to implement
23 the *Interim Rules Order* as a result of an alleged agreement between the
24 Parties. Contrary to the Joint Petitioners' claim, there is no such agreement
25 Specifically, as part of the 90-day abatement agreement to address issues

1 relating to *USTA II* in this arbitration proceeding, the parties also agreed to not
2 proceed with a change of law proceeding to implement *USTA II* and its
3 progeny. This limited decision does not and did not encompass any agreement
4 to avoid the change of law process for the *Interim Rules Order* or the Final
5 FCC Unbundling Rules.⁴ Simply put, BellSouth never agreed to what the
6 Joint Petitioners assert. Indeed, the FCC had not even issued the *Interim Rules*
7 *Order* at the time the Parties reached the agreement regarding the 90-day
8 abatement. Further, the Parties' agreement to continue operating under the
9 Current Agreement until the new Agreement came into place was not to
10 "freeze" the Joint Petitioners current UNE attachment, as intimated by the
11 Joint Petitioners. Rather, it was to address the Joint Petitioners' concern that
12 BellSouth would "bump" the Joint Petitioners from their Current Agreement
13 during the 90-day abatement. In any event, requiring the Joint Petitioners to
14 incorporate the *Interim Rules Order* and the Final FCC Unbundling Rules into
15 their Current Agreement would not violate such an agreement as they would
16 still be operating under their Current Agreement until moving to the new
17 Agreement. BellSouth will fully address this matter in its Post-Hearing Brief
18 if this matter ultimately becomes an issue in this proceeding.

19
20
21 ***Item 113, Issue S-6: Did USTA II vacate the FCC's unbundling requirement, if***
22 ***any, relating to high-capacity loops and dark fiber?***

⁴ Although I am not a lawyer, I understand that "progeny" is a defined, legal term that means "a line of opinions succeeding a leading case <*Erie* and its progeny>" as defined by the 2000 edition of *Black's Law Dictionary*. The *Interim Rules Order* is not an opinion of a court or state commission reaffirming or restating the D.C. Circuit's findings in *USTA II* and thus does not comply with the above-definition.

1 Q ON PAGE 161, THE JOINT PETITIONERS ARGUE THAT *USTA II* DID
2 NOT VACATE THE FCC RULES WITH REGARD TO THE PROVISION
3 OF UNBUNDLED ACCESS TO DS1, DS3, AND DARK FIBER LOOPS.
4 HOW DO YOU RESPOND?

5
6 A. The Joint Petitioners devote numerous pages of their testimony arguing a
7 position that is not supported by a clear reading of *USTA II*. The simple fact is
8 that *USTA II* vacated the FCC's impairment finding that resulted in the
9 requirement for BellSouth to unbundle and provide high capacity transmission
10 facilities at TELRIC prices. Pursuant to the Act, there can be no obligation to
11 unbundle any element unless the FCC has found impairment. In fact, the FCC
12 recognized that *USTA II* eliminated impairment findings for these facilities and
13 thus issued *Interim Rules Order* to address how these facilities will be
14 provisioned for a twelve-month transition period for existing CLEC customers.
15 The refusal of the Joint Petitioners to recognize the straightforward and clear
16 wording of the *Interim Rules Order* reveals that their strategy is to use the
17 Authority to circumvent orders of the FCC. Furthermore, the Joint Petitioners
18 are attempting to expand the scope this issue to address BellSouth's 271
19 obligation or state requirements. BellSouth fully addressed these arguments in
20 my Supplemental Direct Testimony. Fundamentally, however, a 252
21 arbitration proceeding is not the proper forum to address these arguments and
22 the Authority should reject them.

23
24
25

1 **Item 114, Issue S-7 <<CLEC ISSUE STATEMENT>>: (A) Is BellSouth obligated**
2 **to provide unbundled access to DS1 dedicated transport, DS3 dedicated transport**
3 **and dark fiber transport? (B) If so, under what rates, terms and conditions? :**
4

5 Q. ON PAGE 174 THE JOINT PETITIONERS ADMIT "THAT THE
6 AUTHORITY IS NOW WITHOUT THE POWER TO MAKE [SIC]
7 FINDING OF NON-IMPAIRMENT FOR PURPOSES OF SECTION 251"
8 AND THEN, IMMEDIATELY IN THE NEXT SENTENCE, "REQUEST
9 THAT THE AUTHORITY REQUIRE UNBUNDLING OF DEDICATED
10 TRANSPORT UNES PURSUANT TO SECTION 251." HOW DO YOU
11 RESPOND?
12

13 A. Under their interpretation of Section 251, the Joint Petitioners conveniently fail
14 to recognize that Section 251's unbundling obligation is only triggered upon an
15 impairment finding. As a result of *USTA II*'s vacatur of the FCC's rules
16 relating to high-capacity transport, there is no longer a finding of impairment
17 With no finding of impairment, there is no current Section 251 unbundling
18 obligation for high-capacity transport
19

20 Likewise, and as I discussed in my Supplemental Direct Testimony, BellSouth
21 has no 271 obligation to unbundle the subject elements at TELRIC and the
22 Authority is prohibited from ordering anything to the contrary. Again, this
23 issue and the Joint Petitioners' positions in general are nothing more than the
24 Joint Petitioners' attempt to circumvent the D C Circuit and the *Interim Rules*
25 *Order* so that they can prolong an inapplicable pricing regime

Notwithstanding the Joint Petitioners' position and assertions, BellSouth recognizes its Section 271 obligation to offer its high-capacity transport to CLECs.

UNRESOLVED ISSUES

Item 2; Issue G-2: How should "End User" be defined? (Agreement GT&C Section 1.7)

Q THE PETITIONERS STATE ON PAGE 19 OF THEIR TESTIMONY THAT BELLSOUTH'S PROPOSED LANGUAGE IS AMBIGUOUS AND SOMEHOW ATTEMPTS TO LIMIT WHO CAN OR CANNOT BE A CLEC'S CUSTOMER PLEASE RESPOND.

A. First, there is nothing ambiguous about BellSouth's proposed definition. The end user is the actual user of the service, i.e., the customer. BellSouth's language makes clear that an end user is not an intermediary user of the service, such as an Internet Services Provider ("ISP"). Webster's Dictionary defines "end" as ...the last part of a thing, i.e., the furthest in distance, latest in time, or last in sequence or series... . In this instance, the "end user" is not necessarily the CLEC's customer, as the Petitioners suggest, because that customer may or may not be the end of the sequence or series. In other words, no matter how many wholesalers, enhancers, etc., are in the chain, the "end user" is the ultimate user of the service. For example, a manufacturer of

1 breakfast cereal may have a grocery store chain as its customer, but the end
2 user is the little boy eating his Wheaties at his breakfast table. In contrast, the
3 Petitioners' language does create uncertainty. By defining an end user as any
4 customer, even one who subsequently repackages the service to sell it to
5 another, the Petitioners contradict the commonly understood meaning of the
6 word "end." Put differently, under their definition, end user means every user,
7 not just the one at the end of the process.

8
9 Contrary to the Petitioners' assertion at page 19, BellSouth is in no way
10 attempting to limit who can or cannot be a CLEC's customer. CLECs can
11 serve any customer they desire. The issue is not who CLECs serve, but rather
12 what service qualifies for UNEs and UNE prices. Not every customer a CLEC
13 serves is eligible to be served by EELs. The provisions of the
14 Telecommunications Act of 1996 ("1996 Act") were not designed to allow
15 CLECs to re-wholesale to another carrier. The Petitioners' would change the
16 industry-accepted definition of end user in order to improperly expand the
17 categories of customers that can be served via UNEs.

18
19 Q. AT PAGES 19-20, THE PETITIONERS ALLEGE THAT BELL SOUTH
20 USES DIFFERENT DEFINITIONS OF END USER WHERE IT SUITS
21 THEM. PLEASE RESPOND.

22
23 A The instance the Petitioners refer to regards service provided to an ISP. This is
24 a unique, isolated instance in which the Petitioners are attempting to take a
25 narrow exception where an ISP is referred as an end user customer and

1 translate it into a rule that would allow them to serve the ISP using an EEL.
2 The discussion particular to ISPs that the Petitioners refer to (for example,
3 KMC's Section 10.6.1 of Attachment 3) follows a more general discussion in
4 Section 10.6 which addresses NPA/NXXs within a rate center assigned to end
5 users outside of the LATA where that rate center is located. Although in
6 hindsight, use of the term end user as applied to an ISP is clearly inappropriate,
7 it is obvious its purpose in Section 10.6.1 is to highlight the fact that a CLEC
8 cannot collect local reciprocal compensation payments for non-local traffic,
9 whether it is from an end user or from an ISP.

10

11 It is important to remember that the FCC defines an EEL as a combination of
12 local loop and transport and the FCC further defines a local loop as terminating
13 at an end user customer's premises. The Petitioners position would result in
14 an EEL no longer being an EEL, and a loop no longer being a loop, by the
15 FCC's definition. Under the Petitioners' interpretation, they could provision
16 an EEL to another carrier and say that the facility between BellSouth and the
17 "customer's" central office is a loop, thus allowing them to, in actuality,
18 designate transport to transport as an EEL. In fact, transport-to-transport is not
19 an EEL, because an EEL is only transport connected to a local loop, and a local
20 loop terminates at an end user customer's premises.

21

22 Q. AT PAGE 20, THE PETITIONERS REFER TO "OTHER APPARENT
23 COMPLICATIONS RAISED BY BELLSOUTH'S PROPOSED
24 DEFINITION." PLEASE RESPOND.

25

1 A. The Petitioners raise this point in reference to the FCC's eligibility criteria
2 established for EELs. This point is addressed more fully in my testimony
3 under Issue 2-32.

4
5
6 *Item 4; Issue G-4: What should be the limitation on each Party's liability in*
7 *circumstances other than gross negligence or willful misconduct? (Agreement*
8 *GT&C Section 10.4.1)*

9
10 Q. IS JOINT PETITIONERS' POSITION CONSISTENT WITH THEIR OWN
11 TARIFFS?

12
13 A. No. The Joint Petitioners' position is a one-sided approach that benefits only
14 the Joint Petitioners and is inconsistent with how they treat their own
15 customers. In fact, consistent with BellSouth's position on this issue, the Joint
16 Petitioners' own retail tariffs limit their liability to the actual cost of the
17 services or function not performed. This fact proves that (1) the Joint
18 Petitioners are attempting to impose an obligation on BellSouth that they are
19 not willing to take on with their own customers and (2) the Joint Petitioners are
20 attempting to use the limitation of liability provision as a means to generate
21 revenue. Indeed, given the fact that their own tariffs limit their liability to the
22 actual cost of the services or function not performed, receiving 7.5% of
23 amounts collected from BellSouth potentially results in a financial windfall for
24 the Joint Petitioners. The simple fact is that, contrary to their position, the
25 Joint Petitioners employ standard limitation of liability language with their

1 customers This is the same language that BellSouth is requesting and should
2 be adopted by the Authority.

3

4 Q. ON PAGE 25, THE JOINT PETITIONERS CONTEND THAT
5 BELLSOUTH'S PROPOSED LANGUAGE "IS NOT COMMERCIALY
6 REASONABLE IN THE TELECOMMUNICATIONS INDUSTRY." HAS
7 THE FCC ADDRESSED THE SCOPE OF LIABILITY IN THE CONTEXT
8 OF INTERCONNECTION AGREEMENTS?

9

10 A. Yes. In its decision in CC Docket No. 00-218, the FCC held:

11

12 "Specifically, we find that, in determining the scope of
13 Verizon's liability, it is appropriate for Verizon to treat
14 WorldCom in the same manner as it treats its own
15 customers. Verizon has no duty to provide perfect
16 service to its own customers; therefore, it is
17 unreasonable to place that duty on Verizon to provide
18 perfect service to WorldCom. In addition, we are not
19 convinced that Verizon should indemnify WorldCom for
20 all claims made by WorldCom's customers against
21 WorldCom. Verizon has no contractual relationship
22 with WorldCom's customers, and therefore lacks the
23 ability to limit its liability in such instances, as it may
24 with its own customers. As the carrier with a
25 contractual relationship with its own customers,
26 WorldCom is in the best position to limit its own
27 liability against its customers in a manner that conforms
28 with this provision."⁵
29

30 The above-findings by the FCC are consistent with BellSouth's position on
31 this issue

⁵ FCC Memorandum Opinion and Order, released July 17, 2002 in CC Docket No. 00-218, ¶709

1 ***Item 5; Issue G-5: If the CLEC elects not to place in its contracts with end users***
2 ***and/or tariffs standard industry limitations of liability, who should bear the risks***
3 ***that result from this business decision? (Agreement GT&C Section 10.4.2)***
4

5 Q. IS BELLSOUTH ATTEMPTING TO “DICTATE THE TERMS OF
6 SERVICE BETWEEN PETITIONERS AND THEIR CUSTOMERS” AS
7 ALLEGED ON PAGE 25?
8

9 A Absolutely not Except as otherwise controlled by a state or federal law or
10 rule, the Joint Petitioners are free to establish whatever terms and conditions
11 they please with their customers. BellSouth is simply stating that, if the
12 Petitioners make a business decision not to limit their liability in their tariffs
13 and contracts, that is their decision and the Petitioners should bear the business
14 risk resulting from the decision. Any liability that may occur as a result of that
15 decision should be borne by the CLECs and not by BellSouth.
16

17 Q. YOU MENTIONED ABOVE, IN REGARDS TO ISSUE G-4, THAT THE
18 JOINT PETITIONERS’ TARIFFS INCLUDE LIMITATION OF LIABILITY
19 PROVISIONS. IF THAT IS THE CASE, THEN WHY IS THIS AN ISSUE?
20

21 A. BellSouth is at a loss as to why Joint Petitioners continue to object to the
22 proposed language because, consistent with industry standard, they all have
23 standard limitation of liability provisions that severely limit their exposure
24 Given this fact, it is unclear why this is even an issue, unless of course, the
25 Joint Petitioners intend to remove such provisions and rely upon BellSouth to

1 fund their customers' claims against the Joint Petitioners.

2

3 ***Item 6; Issue G-6: How should indirect, incidental or consequential damages be***
4 ***defined for purposes of the Agreement? (Agreement GT&C Section 10.4.4)***

5

6 Q. THE PETITIONERS CONTEND THAT BELL SOUTH'S POSITION IS
7 INTERNALLY INCONSISTENT BECAUSE THERE ARE OTHER LEGAL
8 MATTERS, SUCH AS INDEMNIFICATION, THAT BELL SOUTH SEEKS
9 TO DEFINE WITHIN THE CONTEXT OF THE AGREEMENT (PAGES 30-
10 31). HOW DO YOU RESPOND?

11

12 A The comparison that the Petitioners are attempting to make is not valid. While
13 it is true that the term "indemnification" has a particular legal meaning, it is not
14 so well defined that one can simply place language in a contract, for example,
15 that "Party A agrees to indemnify Party B," and have both parties know
16 precisely what is expected of them. Instead, it is necessary to set forth the
17 specifics of who is indemnifying whom for what and under what
18 circumstances. In contrast, the issue of what constitutes consequential
19 damages is a purely legal issue that is defined in every state by a body of case
20 law that has evolved over a long period of time. It is, therefore, possible for
21 parties to simply say that consequential damages will be excluded, because the
22 existing case law has defined what constitutes this type of damages with such
23 specificity that no further negotiation of what does or does not constitute these
24 damages is needed or warranted.

25

1 If the Petitioners' position is that there should be liability for indirect,
2 incidental or consequential damages, then they can certainly argue for this
3 position (although BellSouth does not agree that this should be the case). It
4 makes no sense, however, for the Petitioners to agree that there should be no
5 liability for these types of damages, and then try to alter the legally operative
6 terms so that, at least in some instances, the result would be exactly the
7 opposite of what the parties have agreed upon
8

9 *Item 7; Issue G-7: What should the indemnification obligations of the parties be*
10 *under this Agreement? (Agreement GT&C Section 10.5)*
11

12 Q. ON PAGE 34, THE JOINT PETITIONERS CONTEND THAT
13 BELLSOUTH'S PROPOSAL DEVIATES FROM "GENERALLY-
14 ACCEPTED CONTRACT NORMS" AND "IS COMPLETELY ONE-
15 SIDED." HOW DO YOU RESPOND?
16

17 A. As I discussed in my Supplemental Direct Testimony, what must be offered
18 and the standards that apply to those offerings is, in part, drawn from the
19 language of the 1996 Act, and in part, the result of eight years of decisions by
20 the FCC and various state commissions. The Petitioners would toss this long
21 history out the window and pretend that these agreements are the result of
22 commercial business arrangements. This approach ignores the obvious fact
23 that in a commercial setting that is unrelated to the regulated offering of
24 telecommunications, the parties negotiate to arrive at all the terms and
25 conditions of their agreement, including price. In contrast, the services

1 included in a Section 251 agreement are provided on the basis of TELRIC
2 pricing and TELRIC pricing does not include the cost of open-ended
3 indemnification of the party receiving services. If one of the costs of providing
4 UNEs and interconnection is damage payments that the Petitioners seek
5 through their language, then those damages should also be recovered through
6 the cost of UNEs and interconnection. However, this is not the case. Thus,
7 the Petitioners' reliance upon commercial agreements is misplaced.

8
9
10 *Item 8; Issue G-8: What language should be included in the Agreement regarding a*
11 *Party's use of the other Party's name, service marks, logo and trademarks?*
12 *(Agreement GT&C Section 11.1)*

13
14 Q ON PAGE 35, THE JOINT PETITIONERS CONTEND THAT
15 BELL SOUTH'S PROPOSED LANGUAGE WILL "SIGNIFICANTLY
16 RESTRICT PETITIONERS' RIGHTS TO ENGAGE IN COMPARATIVE
17 ADVERTISING OR USE BELL SOUTH'S NAME, MARKS, LOGOS AND
18 TRADEMARKS." IS THIS CORRECT?

19
20 A. Not if it is truthful advertising. As I discussed in my Supplemental Direct
21 Testimony, BellSouth does not object to its name being used in plain-type,
22 non-logo format for the purposes of truthful, comparative advertising. Its
23 experience, however, has been that some CLECs use BellSouth's name in their
24 advertising in a way that does not meet this standard, that is, in a way that is
25 not entirely truthful. The CLECs in these instances have, as one might suspect,

1 asserted that their use of BellSouth's name is appropriate. The result is that
2 there is a dispute that must be resolved, or in some cases, litigated. Given
3 BellSouth's experience in this area, it only makes sense to utilize this
4 experience to try to pro-actively avoid as many disputes as possible.
5 Therefore, throughout negotiations, BellSouth has tried to reach an agreement
6 with the Petitioners as to the parameters of acceptable comparative advertising.
7 The Petitioners ultimately, have declined to accept these parameters, and want
8 to revert back to the general language that trademark law applies, whatever it
9 is. Again, BellSouth believes that, to avoid subsequent disputes (over
10 interpretation of the law, or otherwise) it is important that the Agreement
11 specifically spell out the circumstances under which the Petitioners may use
12 BellSouth's name.

13
14
15 *Item 9; Issue G9: Should a party be allowed to take a dispute concerning the*
16 *interpretation or implementation of any provision of the agreement to a Court of*
17 *law for resolution without first exhausting its administrative remedies? (Agreement*
18 *GT&C Section 13.1)*

19
20 Q. PETITIONERS ASSERT AT PAGES 38-39 OF THEIR TESTIMONY THAT
21 BELLSOUTH'S POSITION DOES NOT ADEQUATELY
22 ACCOMMODATE PETITIONER'S ABILITY AND DESIRE TO BRING
23 MATTERS BEFORE A COURT OF LAW. IS THAT AN ACCURATE
24 READING OF BELLSOUTH'S POSITION?

1 A. No, it is not. BellSouth recognizes that certain issues and disputes may not fall
2 squarely under the expertise of either the FCC or the Authority. In those cases,
3 CLECs should be permitted to seek relief in a court of law. However,
4 BellSouth maintains that Petitioners should not forego resolution of issues at
5 the appropriate regulatory body unless it is obvious, or has been determined,
6 that neither the FCC nor the Authority has expertise or jurisdiction over the
7 dispute. Additionally, often the terms and conditions that are included in an
8 interconnection agreement result from an arbitration decision or the language
9 is crafted from a rule or order written by the FCC or this Authority. Clearly,
10 the regulatory bodies that dictate how the services are to be provisioned
11 pursuant to an interconnection agreement are best suited to interpret and
12 enforce those provisions. To prematurely bring a dispute to a court of law that
13 might otherwise be addressed and resolved by a regulatory agency is to risk
14 that the court will remand the case to the appropriate body.

15

16 Q. ON PAGE 38, THE JOINT PETITIONERS CLAIM THAT BELLSOUTH'S
17 PROPOSAL COULD BE USED TO EFFECTIVELY FORCE CLECS TO
18 RE-LITIGATE THE SAME ISSUE IN 9 DIFFERENT STATES. HOW DO
19 YOU RESPOND?

20

21 A. I am somewhat confused by the Joint Petitioners contention as the Joint
22 Petitioners have no problem arbitrating in nine states. Further, the Joint
23 Petitioners position is entirely inconsistent with their statement in Direct
24 Testimony that "the Authority and the FCC are obviously the expert agencies
25 with respect to a number of the issues that might arise." (Testimony at page

1 37). Given this admission, the Joint Petitioners should have no objection to
2 BellSouth's language.

3

4 ***Item 12; Issue G-12: Should the Agreement explicitly state that all existing state***
5 ***and federal laws, rules, regulations, and decisions apply unless otherwise***
6 ***specifically agreed to by the Parties? (Agreement GT&C Section 32.2)***

7

8 Q. ON PAGE 41, THE JOINT PETITIONERS CLAIM THAT BELLSOUTH'S
9 PROPOSED LANGUAGE IS INADEQUATE BECAUSE IT PURPORTS TO
10 ADOPT PRINCIPLES THAT DIFFER FROM GEORGIA CONTRACT
11 LAW AND FOR THAT MATTER, BLACK-LETTER CONTRACT LAW.
12 HOW DO YOU RESPOND?

13

14 A. Although I am not an attorney, and as I discussed in my Supplemental Direct
15 Testimony, BellSouth's proposed language acknowledges an underlying
16 obligation to provide services in accordance with applicable rules, regulations,
17 etc. and that the parties have negotiated what those obligations are. However,
18 in the unlikely event that an issue arises in the future wherein the parties
19 dispute there is an obligation that has or has not been included in the
20 agreement based on the law at the time the agreement was entered into, and the
21 parties further dispute whether they had or had not negotiated their obligations
22 with respect thereto, then the parties will attempt to resolve those issues by
23 amending the agreement to define and incorporate include such obligation In
24 the event that the parties cannot agree on what the obligation is, or whether
25 such obligation exists under the law, then the Authority should resolve that

1 dispute. In the event that an obligation exists that was not previously included
2 in the interconnection agreement, the parties should then amend the agreement
3 *prospectively* to include such an obligation. To require retrospective
4 compliance in such circumstances would be inappropriate. BellSouth is not
5 attempting to avoid its obligations under the law; it is simply trying to ensure
6 that its obligations are sufficiently defined so that it can comply with them and
7 so that it can expect compliance

8
9 Q. ON PAGE 42, THE JOINT PETITIONERS OBJECT TO BELLSOUTH'S
10 REVISED PROPOSED LANGUAGE CONTENDING THAT "BELLSOUTH
11 IS ADDING AN ADMINISTRATIVE LAYER, A POTENTIAL
12 PROCEEDING TO DETERMINE WHETHER A PARTY IS OR IS NOT
13 BOUND BY APPLICABLE LAW." HOW DO YOU RESPOND?

14
15 A. Contrary to the Joint Petitioners' contention, it is the Joint Petitioners'
16 proposed language that instigates the need for on-going litigation. In fact,
17 NuVox and NewSouth have attempted to exploit a similar provision in their
18 current interconnection agreements with BellSouth in an attempt to circumvent
19 the provision in those agreements regarding how audits will be conducted to
20 verify compliance with the EEL eligibility criteria. The Joint Petitioners'
21 proposed "catch-all" language seeks to memorialize the "two bites at the
22 apple" strategy they have taken in the NuVox and NewSouth EELs audit
23 dispute. The first bite occurs during the contract negotiations (resulting in the
24 agreed-upon EEL audit language in the Current Agreement, for example) and
25 the second bite occurs if and when the agreed-upon language creates results

1 that are unfavorable. The Joint Petitioners want to have a ready option at such
2 times to canvas all laws, presumably from any source, to see if a better result
3 for them might be obtained. This is a fundamental difference in business
4 approaches between the Joint Petitioners and BellSouth. BellSouth organizes
5 itself around its obligations. The Joint Petitioners, at least in this effort, seek to
6 keep obligations fluid for purposes that appear to be inconsistent with the Act.

7

8 *Item 23; Issue 25: What rates, terms and conditions should govern the CLECs'*
9 *transition of existing network elements that BellSouth is no longer obligated to*
10 *provide as UNEs to other services? (Attachment 2, Section 1.5)*

11

12 Q WHAT IS THE JOINT PETITIONERS' POSITION ON THIS ISSUE AND
13 HOW DO YOU RESPOND?

14

15 A The main theme of the Joint Petitioners' position and testimony on this issue
16 seems to be to delay or avoid any action that impedes their ability to continue
17 to obtain vacated elements at the supra-discounted rates they currently enjoy
18 This position is most certainly rooted in the belief that there is no advantage or
19 incentive to converting the vacated elements and incurring the associated rate
20 changes any sooner than is absolutely necessary. While that position may
21 make sense to the Petitioners, it does little to further the implementation of the
22 intent of the FCC's rules or to address this arbitration issue before the
23 Authority.

24

25 Contrary to the Joint Petitioners' position, the CLECs should be responsible

1 for ensuring that they are not violating the Agreement that they have
2 negotiated, executed and agreed to abide by. Therefore, it should be the Joint
3 Petitioners' obligation to identify the arrangements that are no longer offered
4 or are not in compliance with the terms of the Agreement and, therefore, must
5 be transitioned. Additionally, it is reasonable to expect the Joint Petitioners to
6 have sufficient records and the ability to research them in order to identify
7 those arrangements that no longer comply with the terms of the Agreement
8 since they have ordered the services in question.

9
10 Further, only the Joint Petitioners know whether if their plan is to disconnect
11 the facility completely or convert the facility to a BellSouth resold service or
12 access service or to a service offered under a commercial agreement with
13 BellSouth. The Joint Petitioners have options with respect to the facilities they
14 require to provide services to end users, and they also have options as to
15 whether they choose to self-provision those facilities, buy the facilities from
16 BellSouth or purchase facilities from a third party. Because BellSouth cannot
17 select such options for the Joint Petitioners, the Joint Petitioners must not only
18 identify the noncompliant facilities, but must also instruct BellSouth, via the
19 appropriate ordering mechanism, as to whether they choose to disconnect the
20 facility or to replace it with a comparable service.

21
22 Q. AT PAGE 46, THE PETITIONERS STATE THAT BELL SOUTH'S
23 LANGUAGE WOULD "...PLACE THE BURDEN ON THE PARTY THAT
24 DOES NOT NECESSARILY THINK THAT A SERVICE CHANGE IS
25 DESIRABLE OR NECESSARY." PLEASE RESPOND.

1 A. Both the Joint Petitioners and BellSouth are equally bound by the Agreement
2 Both parties have an obligation to honor the requirements and spirit of the
3 Agreement. The Petitioners' position of "catch us if you can" is not
4 appropriate. BellSouth should not be solely responsible for compliance with
5 the Agreement. Because the non-compliant services are owned by the Joint
6 Petitioners, the Joint Petitioners are in the best position to identify those
7 services.

8
9
10 *Item 26; Issue 2-8: Should BellSouth be required to commingle UNEs or*
11 *Combinations with any service, network element or other offering that it is obligated*
12 *to make available pursuant to Section 271 of the Act? (Attachment 2, Section 1.7)*

13
14 Q. ON PAGE 50, THE JOINT PETITIONERS ASSERT THAT BELL SOUTH
15 SHOULD BE REQUIRED TO COMMINGLE UNES OR COMBINATIONS
16 OF UNES WITH ANY SERVICE, NETWORK ELEMENT, OR OTHER
17 OFFERING THAT IT IS OBLIGATED TO MAKE AVAILABLE
18 PURSUANT TO SECTION 271 OF THE ACT. HOW DO YOU RESPOND?

19
20 A. The Joint Petitioners' position is without merit. As I discussed in my
21 Supplemental Direct Testimony, BellSouth's position is consistent with the
22 FCC's errata to the *Triennial Review Order*, in that there is no requirement to
23 commingle UNEs or UNE combinations with services, network elements or
24 other offerings made available only pursuant to Section 271 of the 1996 Act.
25 Unbundling and commingling are Section 251 obligations. Services not

1 required to be unbundled are not subject to Section 251. When BellSouth
2 provides an item pursuant only to Section 271, BellSouth is not obligated by
3 the requirements of Section 251 to either combine or commingle that item with
4 any other element or service. If BellSouth agrees to do so, it will be done
5 pursuant to a commercial agreement.

6
7
8 *Item 27; Issue 2-9: When multiplexing equipment is attached to a commingled*
9 *circuit, should the multiplexing equipment be billed under the jurisdictional*
10 *authorization (Agreement or tariff) of the lower or higher bandwidth service?*
11 *(Attachment 2, Section 1.8.3)*

12
13 Q. ON PAGE 53, THE JOINT PETITIONERS ASSERT THAT THE
14 DEFINITION OF LOCAL LOOP INCLUDES MULTIPLEXING
15 EQUIPMENT AND THEREFORE SHOULD BE PROVIDED AT UNE
16 RATES WHEN A UNE LOOP IS PART OF THE CIRCUIT. DO YOU
17 AGREE?

18
19 A. No. The Joint Petitioners base their position on their misinterpretation of the
20 *TRO*, arguing that the FCC held that the definition of local loop includes
21 multiplexing equipment (other than DSLAMS). The type of multiplexing
22 equipment referenced in the *TRO* is the type associated with Digital Loop
23 Carrier (“DLC”) rather than the type of multiplexing associated with transport
24 facilities, which is at issue in this arbitration.

25

1 Q. WHAT IS DLC MULTIPLEXING?

2

3 A. DLC multiplexing is a form of “loop electronics” that is used to introduce
4 digital transmission on very long customer loops, i.e., customers located long
5 distances from the serving central office. Digital transmission eliminates the
6 need for larger gauge cables or for signal amplifiers on existing copper wires,
7 thereby reducing costs while improving the signal to ensure high quality voice
8 service. And, unlike analog amplifiers used on some copper loops, digital
9 transmission amplifies the voice signal while eliminating much or all
10 accompanying electronic noise which the end user would otherwise encounter
11 as static or low volume. As I discuss below, the multiplexing that is at issue in
12 this proceeding is associated with transport facilities and not the local loop
13 facilities and therefore, it is appropriate for the multiplexer used in the context
14 of commingled circuit to be billed from the same jurisdictional authorization
15 (Agreement or tariff) as the higher bandwidth service.

16

17 Q. AT PAGE 54, THE PETITIONERS COMPLAIN THAT “. IN A
18 COMMINGLED CIRCUIT INCORPORATING A DS1 UNE LOOP AND
19 DS3 SPECIAL ACCESS TRANSPORT (THE MOST COMMON KIND OF
20 COMMINGLED CIRCUIT WE EXPECT TO SEE), THE MULTIPLEXING
21 ELEMENT WOULD GET BILLED AT SPECIAL ACCESS RATES EVEN
22 THOUGH IT IS BY DEFINITION PART OF THE LOOP UNE.” PLEASE
23 RESPOND

24

25

1 A. BellSouth, in accordance with normal industry practices, installs the
2 multiplexer when the higher bandwidth facility is installed. Multiplexing is by
3 definition an option associated with transport and not the local loop. Indeed, if
4 combining lower level transmission circuits into higher level transmission
5 circuits were not required (for example, individual DS-1 circuits were not
6 combined into DS-3 circuits) then no multiplexing equipment would be
7 required. When multiplexing is required, it is ordered with the higher-level
8 transport and is a part of the higher-level transport circuit. Thus, a DS-1 to DS-
9 3 multiplexer will be installed on the DS-3 facility Likewise the DS-0 to DS-
10 1 multiplexer is installed with the DS-1 circuit. Further, it would not make
11 sense to reverse this practice (as the Joint Petitioners suggest) because the
12 lower bandwidth facilities are aggregated into the higher bandwidth facility
13 which is the function performed by the multiplexer.

14

15 *Item 50; Issue 2-32: Should the service eligibility criteria for high capacity EELs*
16 *apply only to circuits provided to end users or to any CLEC customer? (Attachment*
17 *2, Section 5.2.5.2.1-7)*

18

19 Q. ON PAGE 69, THE JOINT PETITIONERS CONTEND THAT BELLSOUTH
20 IS ATTEMPTING TO LIMIT THE JOINT PETITIONERS' ACCESS TO
21 EELS BEYOND THAT WHICH THEY ARE ENTITLED TO UNDER THE
22 FCC'S RULES. HOW DO YOU RESPOND?

23

24 A As an initial matter, the Joint Petitioners' position is without merit As I
25 discussed in my Supplemental Direct Testimony, because BellSouth is not

1 obligated to provide new high-capacity EELs after the Interim Period and must
2 maintain existing high-capacity EELs during the Transition Period (as set forth
3 in Items 111 and 112), this issue is only relevant during this twelve-month time
4 period, and the Authority should find as follows for this time period.⁶ The
5 term “customer” as used in the FCC’s EEL eligibility criteria should be
6 defined as the end user of an EEL. The high capacity EEL eligibility criteria
7 apply only to End User circuits since a loop is a component of the EEL and the
8 FCC definition of a loop requires that it terminate to an “end-user” customer
9 premises.

10
11 Furthermore, to address the Joint Petitioners’ concern that BellSouth’s
12 definition would prohibit an ISP customer from being considered an end user,
13 BellSouth has agreed to include language specifically stating that the Joint
14 Petitioners may use loops, and therefore EELs to serve ISP customers.
15 Additionally, BellSouth has proposed language to clarify that the EEL
16 eligibility criteria apply to the use of EELs for both wholesale and retail
17 purposes. With the concessions that BellSouth has made to the Joint
18 Petitioners on this language, BellSouth is unsure why the Joint Petitioners are
19 unwilling to resolve it.

20
21 ***Item 51; Issue 2-33: (B) Should there be a notice requirement for BellSouth to***
22 ***conduct an audit and what should the notice include? (C) Who should conduct the***

⁶ To the extent the Final FCC Unbundling Rules require BellSouth to continue to provide DS1 or DS3 loops or transport and to the extent the Final FCC Unbundling Rules do not change the EELs eligibility criteria, this issue would be relevant for the time period following the Final Unbundling Rules

1 *audit and how should the audit be performed? (Attachment 2, Sections 5.2.6,*
2 *5.2.6.1, 5.2.6.2, 5.2.6.2.1 & 5.2.6.2.3)*

3

4 Q. WHAT IS BELLSOUTH'S POSITION WITH RESPECT TO THE AMOUNT
5 OF TIME BETWEEN THE NOTICE TO THE CLEC OF BELLSOUTH'S
6 INTENTION TO CONDUCT AN AUDIT AND THE START DATE OF THE
7 AUDIT?

8

9 A. BellSouth's position is that the audit should commence 30 days from the date
10 that BellSouth notifies the CLEC that it will conduct an audit. 30 days is
11 ample time for the CLEC to identify the necessary personnel to assist with the
12 audit and to make arrangements to receive the auditors. Naturally, there is
13 room for negotiation as to the specific start date and time, and BellSouth will
14 certainly consider extenuating circumstances that may not permit a CLEC to be
15 ready within 30 days. But in no case should the CLEC be permitted to unduly
16 delay the start of the audit.

17

18 Q ON PAGE 70, THE JOINT PETITIONERS WANT TO REQUIRE
19 BELLSOUTH TO PRE-IDENTIFY THE SPECIFIC CIRCUITS TO BE
20 EXAMINED IN THE COURSE OF AN AUDIT. PLEASE COMMENT.

21

22 A As an initial matter, a requirement to identify specific circuits defeats the
23 purpose of the compliance audit. The purpose of an EELs audit is to assess,
24 via an independent, third-party auditor, the extent to which carriers are
25 complying with the rules for determining the usage of EELs circuits. To

1 require BellSouth to pre-identify the specific circuits to be examined would
2 provide an opportunity for a non-compliant CLEC to correct the
3 mischaracterization of the EELs circuits in advance of the audit. While
4 correcting mischaracterized circuits as a result of an audit is, and should be, a
5 goal of both BellSouth and the CLEC, of more concern to BellSouth is the
6 auditor's findings with respect to the processes and procedures used by the
7 CLEC and the extent to which those processes may result in systematic errors
8 in the accounting for EELs circuits affecting future EELs accounting. This
9 attempt by Petitioners to limit the BellSouth audit solely to a list of pre-
10 identified circuits would negate the effectiveness of the audit. During the
11 conduct of an audit, findings may dictate that the audit follow a direction not
12 originally intended in the initial audit scope. If the audit were restricted to
13 specific circuits, such additional questions or examinations could not be
14 followed and any errors corrected. A non-compliant CLEC could simply
15 refuse to comply with any audit request that does not directly relate to the
16 specific circuits identified, thus delaying the correction of erroneous EELs
17 accounting.

18

19 Q. ON PAGE 73, THE PETITIONERS' CLAIM THAT THEIR PROPOSED
20 LANGUAGE, ". COME(S) DIRECTLY FROM THE FCC'S *TRO*." WHAT
21 ADDITIONAL REQUIREMENTS ARE THE PETITIONERS
22 ATTEMPTING TO ADD?

23

24 A The Joint Petitioners attempt to add two requirements (see p. 80): 1) a third-
25 party, mutually agreed-upon auditor and 2) the provisions regarding when a

1 CLEC must reimburse BellSouth and when BellSouth must reimburse a CLEC
2 should mirror those contained in the *TRO*. Neither of these supposed
3 requirements appear in the *TRO*.

4
5 Q. PLEASE ADDRESS EACH OF THE PETITIONERS' ADDITIONAL
6 REQUIREMENTS.

7
8 A. First, I address the Petitioners' request for a "third-party, mutually agreed-upon
9 auditor." At Section 5.2.6.2, the Petitioners' proposed language advocates a
10 third-party, mutually agreed upon auditor. This is a pointless step designed
11 only as a delaying tactic. Because the *TRO* requires, and the parties agree, that
12 the audit should be conducted according to AICPA standards, neither the
13 specific auditor nor the independence of the auditor should be a factor. AICPA
14 standards govern each of these areas. No other requirements are needed. If a
15 CLEC is abusing the service eligibility requirements, these objections provide
16 a simple path to delay the audit indefinitely. In no case is the selection of the
17 auditor subject to "evaluation" by the Joint Petitioners. To subject the
18 selection of the auditor to the approval of the CLEC is to invite gaming in the
19 form of delay.

20
21 Second, the Petitioners also suggest that provisions regarding when a CLEC
22 must reimburse BellSouth and when BellSouth must reimburse a CLEC should
23 mirror those contained in the *TRO*. As paragraph 627 of the *TRO* states, "In
24 particular, we conclude that incumbent LECs may obtain and pay for an
25 independent auditor to audit, on an annual basis, compliance with the

1 qualifying service eligibility criteria.” [Footnote deleted] [Emphasis added].
2 Paragraph 627 goes on to describe the situation in which the CLEC would be
3 responsible for the cost of the audit. It is only in the case where the CLEC is
4 found not to be complying with the eligibility criteria that BellSouth, and the
5 TRO, would require the CLEC to reimburse BellSouth for the costs of the
6 audit. Should the CLEC be found to be compliant in all material aspects, then
7 BellSouth will reimburse the CLEC for its costs associated with the audit

8
9 Indeed, the objective in any audit is to review a set of criteria in a reasonable
10 amount of time, issue findings so that any inaccuracies in data or procedures
11 may be corrected, and move on. The proposal by the Joint Petitioners with
12 respect to the conduct of an audit would serve to limit the effectiveness of the
13 audit through continuing disputes over the selection of the auditor, objecting to
14 the specific data to be examined and disagreement over the date the audit is to
15 begin.

16
17
18 *Item 57; Issue 2-39: (A) Are the Parties legally obligated to perform CNAM queries*
19 *and pass such information on all calls exchanged between them, including cases*
20 *that would require the Party providing the information to query a third party*
21 *database provider? (B) If so, which party should bear the cost? (Attachment 2,*
22 *Section 7.4)*

23
24 Q. THE PETITIONERS CLAIM, AT PAGE 75, THAT “ .CLECS WILL BE
25 PLACED AT AN UNFAIR COMPETITIVE ADVANTAGE BECAUSE ITS

1 [sic] CUSTOMERS WILL NOT HAVE HIS/HER/ITS CALLER ID APPEAR
2 WHEN A BELLSOUTH CUSTOMER SUBSCRIBES TO THAT SERVICE.”
3 IS THE CLEC DISADVANTAGED AS CLAIMED?
4

5 A No. CLECs are not disadvantaged as claimed. CLECs will be provided with
6 the same Caller ID information that BellSouth provides to its retail customers.
7 If BellSouth no longer queries a third party database for CNAM information,
8 BellSouth’s retail customers are impacted as well as CLECs Therefore,
9 BellSouth’s practice does not disadvantage the CLECs.
10
11

12 *Item 63; Issue 34: Under what terms should CLEC be obligated to reimburse*
13 *BellSouth for amounts BellSouth pays to third party carriers to terminate CLEC*
14 *originated traffic? (Attachment 3, Sections 10.10.6 – KMC; 10.8.6 – NSC & NVX;*
15 *10.13.5 – XSP)*
16

17 Q ON PAGE 79, THE JOINT PETITIONERS CONTEND THAT ANY
18 REIMBURSEMENT TO BELLSOUTH FOR TERMINATION CHARGES
19 THAT BELLSOUTH PAYS THIRD PARTY CARRIERS FOR CLEC-
20 ORIGINATED TRAFFIC SHOULD BE LIMITED TO THOSE CHARGES
21 BELLSOUTH IS CONTRACTUALLY-OBLIGATED TO PAY OR
22 OBLIGATED TO PAY PURSUANT TO AUTHORITY ORDER. HOW DO
23 YOU RESPOND?
24
25

1 A. Regardless of whether or not BellSouth has a contractual obligation or an
2 obligation to pay ICOs for the delivery of the Joint Petitioners' transit traffic,
3 BellSouth is unwilling to provide a transit function if the financial obligation to
4 compensate rests with BellSouth and not the originating carrier, which in this
5 case would be the Joint Petitioners. Such an outcome is not required by the
6 1996 Act, and is clearly contrary to reasonable business practices. In the event
7 that a terminating third party carrier imposes on BellSouth any charges or costs
8 for the delivery of Transit Traffic originated by a CLEC, the CLEC should
9 reimburse BellSouth for all charges paid by BellSouth. BellSouth's position is
10 that the originating carriers (the Petitioners in this case) are responsible for the
11 payment of intercarrier compensation to the terminating carriers, and the
12 originator of the traffic rather than the transit provider must ensure that the
13 terminating carrier is appropriately compensated. The Petitioners' suggestion
14 that BellSouth should refuse to pay the ICOs in the instance where the
15 originating carriers have not entered into agreements or compensation
16 arrangements with the ICOs for terminating such traffic is disingenuous. The
17 Petitioners make this suggestion without indicating that they will agree to enter
18 into compensation arrangements with the ICOs, thus, the Petitioners' suggested
19 course of action would leave the terminating carriers, i.e., the ICOs, with no
20 way to recover the costs associated with terminating the Petitioners' traffic.

21

22 Q. IF THE JOINT PETITIONERS AGREE (PAGE 79) THAT THEY SHOULD
23 REIMBURSE BELLSOUTH FOR TERMINATION CHARGES
24 BELLSOUTH PAYS THIRD PARTY CARRIERS THAT TERMINATE
25 JOINT PETITIONER-ORIGINATED TRAFFIC TRANSITED BY

1 BELLSouth, THEN WHY IS THERE STILL AN ISSUE?

2

3 A. In my opinion, this is still an issue because as long as the Joint Petitioners
4 avoid establishing agreements directly with the carriers that terminate their
5 traffic, they can continue to rely upon BellSouth to carry the traffic on their
6 behalf. It is the obligation of the originating carrier (in this case the Joint
7 Petitioners) to make arrangements with the terminating carrier with respect to
8 delivery of and compensation for such transit traffic. However, where the
9 originating carrier has failed to make arrangements with the terminating carrier
10 to compensate the terminating carrier for such traffic, and the terminating
11 carrier imposes costs and charges on BellSouth, BellSouth should be able to
12 seek reimbursement from the originating carrier for those charges.

13

14 The Joint Petitioners' concern that BellSouth will "overpay" and the CLECs
15 will "over-reimburse" is unfounded. BellSouth reviews, disputes and pays
16 third party invoices in a manner that is at parity with its own practices for
17 reviewing, disputing and paying such invoices. If BellSouth believes the ICO
18 has inappropriately billed BellSouth for calls, BellSouth will dispute such
19 charges and seek reimbursement from the ICO.

20

21

22 *Item 65; Issue 3-6: Should BellSouth be allowed to charge the CLEC a Tandem*
23 *Intermediary Charge for the transport and termination of Local Transit Traffic and*
24 *ISP-Bound Transit Traffic? (Attachment 3, Sections 10.10.1 – KMC; 10.8.1 – NSC)*

25

1 Q. THE PETITIONERS CLAIM, AT PAGE 81, THAT THE TANDEM
2 INTERMEDIARY CHARGE IS "PURELY ADDITIVE" PETITIONERS
3 ALSO CLAIM AT PAGES 82-83 THAT IF CURRENT TELRIC CHARGES
4 FOR TANDEM SWITCHING AND COMMON TRANSPORT DO NOT
5 COVER ALL COSTS, BELL SOUTH SHOULD CONDUCT A TELRIC
6 STUDY OF THOSE ADDITIONAL COSTS AND PROPOSE A RATE IN
7 THE NEXT GENERIC PRICING PROCEEDING. PLEASE RESPOND

8
9 A. First, as stated in my supplemental direct testimony, the tandem intermediary
10 charge is not "purely additive." For example, BellSouth pays Telcordia for
11 messages that are not recovered in tandem switching and common transport
12 charges. BellSouth pays Telcordia for all messages, whether they are access
13 records or end user billing records that are sent and received through CMDS.
14 More importantly, CLECs can connect directly with other carriers in order to
15 exchange traffic. They do not need BellSouth to pass such traffic for them
16 For whatever efficiencies they gain, the CLECs have elected to have BellSouth
17 perform a transit traffic function for them. Because the transit traffic function
18 is not a Section 251 obligation, it is not subject to Section 252 cost standards
19 (TELRIC); therefore, submitting a TELRIC cost study for this function to a
20 state commission is not appropriate. As stated previously, CLECs that elect to
21 have BellSouth perform this function should negotiate the rates, terms and
22 conditions of transit traffic in a separate agreement.

23

24

25

1 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

2

3 A. Yes.

Attachment 2

Network Elements and Other Services

11-8-04 DRAFT

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 General

- 1.1 ~~[Open to CLECs]~~ This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (UNEs) and combinations of UNEs with other UNEs (Combinations) that BellSouth shall offer to <<customer_short_name>> in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). BellSouth shall make available Local Switching, High Capacity Transport, and/or Enterprise Market Loops, in addition to all elements that are required to be provided in conjunction with Local Switching that are set forth in Exhibit B, or any subset of such network elements, under the rates, terms and conditions set forth in Exhibit B to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibit B as well as to the UNEs and Other Services under this Attachment 2, and the provisions set forth elsewhere in this Agreement of general applicability to UNEs. Sections 1, 7 and 11 of this Attachment shall apply to Exhibit B. Section 3 of this Attachment, in its entirety, applies to Local Switching. Section 5 in its entirety, excluding Sections 5.2.2.11 – 5.2.2.14 and 5.4.3.1, and Sections 6.1, 6.1.2 – 6.2.4, 6.2.5.4 and 6.2.5.5 shall apply to High Capacity Transport. Section 5 in its entirety, excluding Section 5.4.3.1 and Sections 2.1.1.1 – 2.1.7, 2.2.3 – 2.6.3, 2.8 – 2.8.2 and 2.18 – 2.18.3.5 shall apply to Enterprise Market Loops. The rates for each UNE, Combination and Other Services are set forth in Exhibit A and/or Exhibit C of this Attachment. In providing access or obtaining access to UNEs, Combinations and Other Services, the Parties shall comply with all applicable FCC rules and orders and Commission rules and orders.
- 1.1.1 Network Element is as defined in the FCC's rules.
- 1.1.2 Non-qualifying Service is as defined in the FCC's rules.
- 1.1.3 Qualifying Service is as defined in the FCC's rules.
- 1.1.4 Technically Feasible is as defined in the FCC's rules.
- 1.1.5 UNE is defined to mean the Network Elements that BellSouth is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act, FCC rules and orders and/or Commission rules and orders that are set forth in this Attachment.
- 1.2 BellSouth shall provide and <<customer_short_name>> may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319. <<customer_short_name>> may use UNEs in accordance with 47 C.F.R 51.309. <<customer_short_name>> may not access a

UNE for the sole purpose of providing non-qualifying services, but may use a UNE to provide a non-qualifying service if it is using such UNE to provide a qualifying service.

- 1.3 BellSouth shall comply with the requirements set forth in the technical references identified in this Attachment. Such requirements shall be applied in a non-discriminatory manner and at parity and shall be in accord with all FCC and Commission requirements.
- 1.4 [Open to CLECs] Pursuant to the Order and Notice of Proposed Rulemaking, WC Docket No. 04-313, released August 20, 2004 and effective September 13, 2004 ("Interim Order"), until the earlier of (1) March 12, 2005 or (2) the effective date of the final unbundling rules adopted by the FCC pursuant to the Notice of Proposed Rulemaking described in the Interim Order ("Interim Period"), BellSouth shall continue providing unbundled access to Local Switching (as defined herein), DS1, DS3 or STS-1, capacity loops, including dark fiber loops (collectively "Enterprise Market Loops"), and DS1, DS3 or STS-1, capacity dedicated transport, including dark fiber transport (collectively "High Capacity Transport") under the rates, terms and conditions set forth herein except to the extent that they are or have been superseded by:
- 1.4.1 [Open to CLECs] voluntarily negotiated agreements,
- 1.4.2 [Open to CLECs] an intervening FCC order affecting specific unbundling obligations (e.g., an order addressing a pending petition for reconsideration) ("Intervening Order"); or,
- 1.4.3 [Open to CLECs] (with respect to rates only) a Commission order raising the rates for such network elements.
- 1.5 [Open to CLECs] For purposes of this Agreement, Local Switching shall be defined as unbundled access to local switching except when <<customer short name>>: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one of the following MSAs: Atlanta, GA, Miami, FL, Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC, Greensboro-Winston Salem-High Point, NC, Nashville, TN; and New Orleans, LA, or (2) serves an End User with a DS1, DS3 or STS-1 capacity service or Loop in any service area covered by this Agreement. Notwithstanding anything to the contrary herein, local switching other than Local Switching will not be provided hereunder.
- 1.6 [Open to CLECs] For purposes of this Agreement "Transition Period" is defined as the six (6) month period following the Interim Period, or such other time period as may be specified by the FCC in an effective order adopted pursuant to the Notice of Proposed Rulemaking in the Interim Order ("Final FCC Unbundling Rules"). In the absence of an effective FCC ruling that Local Switching, High Capacity Transport, and/or Enterprise Market Loops, or any subset of such

network elements, must be unbundled pursuant to Section 251(c)(3) in any particular case, the following terms and conditions shall apply to such elements or subset thereof:

- 1.6.1 [Open to CLECs] During the Transition Period, BellSouth shall only be required to provide Local Switching to <<customer short name>> in combination with shared (common) transport and loops (*i e*, as a component of the “UNE platform”) The applicable rate shall be the higher of (1) the rate at which <<customer short name>> leased that combination of elements on June 15, 2004 plus one dollar, or (2) the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for this combination of elements plus one dollar
- 1.6.2 [Open to CLECs] During the Transition Period, BellSouth shall only be required to provide High Capacity Transport and/or Enterprise Market Loops to <<customer short name>> at a rate equal to the higher of (1) 115% of the rate <<customer short name>> paid for that element on June 15, 2004, or (2) 115% of the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for that element
- 1.7 [Open to CLECs] During the Transition Period, to the extent BellSouth provides Local Switching, High Capacity Transport and/or Enterprise Market Loops, or any subset thereof, pursuant to Sections 1.6.1-1.6.2 above, BellSouth shall only provide such elements to <<customer short name>> for the embedded customer base, as it existed on the last day of the Interim Period, and <<customer short name>> may not add new End Users or customers or place any new orders for such elements during the Transition Period.
- 1.8 [Open to CLECs] In the event that the Final FCC Unbundling Rules set forth any modification as to the length of the Transition Period or the rates, terms and conditions applicable during the Transition Period to Local Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof, such modifications shall be deemed incorporated into this Agreement by reference without further modification by the Parties, and such modified rates, terms and conditions shall apply to the Transition Period rather than those set forth herein
- 1.9 [Open to CLECs] At the conclusion of the Transition Period, in the absence of an effective FCC ruling that Local Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof (individually or collectively referred to herein as the “Eliminated Elements”) are subject to unbundling, such Eliminated Elements shall be subject to the following provisions.
- 1.9.1 [Open to CLECs] Upon the end of the Transition Period <<customer short name>> must transition Eliminated Elements to either Resale, tariffed services, or services offered pursuant to a separate agreement negotiated between the Parties (collectively “Comparable Services”) or must disconnect such Eliminated Elements, pursuant to Sections 1.11 – 1.11.2.2 below

1.41 10 Conversions

1.41.10.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or Combination and shall convert a UNE or a Combination to an equivalent wholesale service or group of wholesale services in accordance with FCC 47 C.F.R. 51.316 ("Conversion"). Nonrecurring switch-as-is rates for such Conversions are contained in Exhibit A of this Attachment. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status-applicable to such converted services. Any change from a wholesale service/group of wholesale services to a UNE/Combination, or vice versa, that requires a physical rearrangement of the UNE/Combination or wholesale/group of wholesale services will not be considered a Conversion for purposes of this Agreement. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the UNE or Combination or cross connect from Exhibit A of this Attachment will apply. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply. BellSouth will not require physical rearrangement if the Conversion can be completed through record changes only

1.41.10.2 Any price changes resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from <<customer_short_name>>. The fact that the Parties have agreed to this Section 1.41.2 shall not be used by either Party against the other in any dispute raised prior to the Effective Date of this Agreement regarding the effective date for billing changes resulting from a Conversion; provided, however, that this provision does not preclude either Party from making any arguments based on the FCC's decision in the TRO in any such dispute

1.41.10.3 If <<customer_short_name>> wants to convert a UNE or Combination (or part thereof) to wholesale services <<customer_short_name>> shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). BellSouth shall charge <<customer_short_name>> the same nonrecurring switch-as-is charge found in Exhibit A for the Conversion of a single UNE as it does for a Combination.

1.11 Eliminated Elements including Mass Market Switching Function ("Switching Eliminated Elements")

1.11.1 [Parties Disagree]

[<<customer_short_name Version>>] Except to the extent expressly provided otherwise in this Attachment, for UNEs or Combinations that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, <<customer_short_name>> will submit orders to rearrange or

disconnect those arrangements or services within thirty (30) calendar days of its receipt of notice from BellSouth identifying specific service arrangements that must be transitioned to other services pursuant to this Section. If orders to rearrange or disconnect those arrangements or services are not received by the thirty-first (31st) calendar day after receipt of such notice, BellSouth may disconnect those arrangements or services without further notice, provided that <<customer_short_name>> has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement. Where no re-termination or physical rearrangement of circuits or service is required, <<customer_short_name>> will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A of this Attachment. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable UNE or cross connect from Exhibit A of this Attachment will apply. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.

[BellSouth Version] In the event that <<customer_short_name>> has not entered into a separate agreement for the provision of Local Switching or services that include Local Switching, <<customer_short_name>> will submit orders to either disconnect Switching Eliminated Elements or convert such Switching Eliminated Elements to Resale within thirty (30) calendar days of the last day of the Transition Period. If <<customer_short_name>> submits orders to transition such Switching Eliminated Elements to Resale within thirty (30) calendar days of the last day of the Transition Period, applicable recurring and nonrecurring charges shall apply as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. If <<customer_short_name>> fails to submit orders within thirty (30) calendar days of the last day of the Transition Period, BellSouth shall transition such Switching Eliminated Elements to Resale, and <<customer_short_name>> shall pay the applicable nonrecurring and recurring charges as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. In such case, <<customer_short_name>> shall reimburse BellSouth for labor incurred in identifying the lines that must be converted and processing such conversions. If no equivalent Resale service exists, then BellSouth may disconnect such Switching Eliminated Elements if <<customer_short_name>> does not submit such orders within thirty (30) calendar days of the last day of the Transition Period. In all cases, until Switching Eliminated Elements have been converted to Comparable Services or disconnected, the applicable recurring and nonrecurring rates for Switching Eliminated Elements during the Transition Period shall apply as set forth in this Agreement. Applicable nonrecurring disconnect charges

may apply for disconnection of service or conversion to Comparable Services. To the extent any Network Elements, combinations of Network Elements, services or terms and conditions contained herein are based upon FCC rules and orders that are vacated as a result of the DC Circuit Court of Appeals' Opinion issued on March 2, 2004 and an effective order ("Vacatur Order"), such Network Elements, combinations of Network Elements and services shall no longer be available pursuant to the terms, conditions and rates of this Agreement ("Vacated Element(s)"), except as set forth in this section. Upon the effective date of the Vacatur Order and written notice by BellSouth issued on or after the effective date of the Vacatur Order ("Initial Notice"), <<customer_short_name>> will not order any Vacated Elements. BellSouth and <<customer_short_name>> will work cooperatively to transition the embedded base of Vacated Elements to either Resale, tariffed services or services offered pursuant to a separate commercial agreement ("Comparable Services").

+5+1.11 2 Other Eliminated Elements. Upon the end of the Transition Period, <<customer_short_name>> must transition the Eliminated Elements other than Switching Eliminated Elements ("Other Eliminated Elements") to Comparable Services. Unless the Parties agree otherwise, Other Eliminated Elements shall be handled in accordance with Sections 1.11.2.1 and 1.11.2.2 below. Within five (5) calendar days of BellSouth's Initial Notice, <<customer_short_name>> will advise BellSouth in writing to the person identified in the Notices section of the General Terms and Conditions via electronic mail or facsimile, whether <<customer_short_name>> disagrees that a specific Network Element is a Vacated Element. In the event, <<customer_short_name>> disputes whether a specific Network Element is a Vacated Element ("Disputed Vacated Element"), BellSouth may seek expedited resolution of such dispute in the appropriate forum; provided, however, that if BellSouth does not pursue resolution of such dispute within ten (10) calendar days of <<customer_short_name>>'s notice, <<customer_short_name>> may seek expedited resolution of such dispute in the appropriate forum. In the event of such a dispute, <<customer_short_name>> may not order Disputed Vacated Elements pursuant to this Agreement; provided, however, if <<customer_short_name>> has purchased a Disputed Vacated Element as a wholesale service pending such resolution and the dispute is resolved in <<customer_short_name>>'s favor, upon request of <<customer_short_name>> within thirty (30) calendar days of an effective order resolving the dispute, BellSouth shall convert such element from wholesale to Network Element without any charge to <<customer_short_name>> and BellSouth shall reimburse <<customer_short_name>> for the difference between the wholesale non-recurring and monthly recurring rates paid by <<customer_short_name>> and the Network Element non-recurring and monthly recurring rates that would have been charged to <<customer_short_name>> by BellSouth. In the

event of such a dispute, <<customer short name>> shall not be required to transition the Disputed Vacated Elements as set forth herein unless the dispute is resolved in BellSouth's favour, in which case <<customer short name>> must transition the Disputed Vacated Elements within the time frames set forth herein measured from the date of an effective order and <<customer short name>> shall reimburse BellSouth for the difference between the recurring charges that would have applied for the Comparable Services for the period after the date of the Initial Notice in addition to the applicable tariff charges and applicable disconnection charges under this Agreement. For those Vacated Elements that <<customer short name>> does not dispute, the transition process shall begin on the date of BellSouth's Initial Notice under this Agreement. Switching Vacated Elements.

1.11.2.1 <<customer short name>> will identify and submit orders to either disconnect Other Eliminated Elements or transition them to Comparable Services within thirty (30) calendar days of the last day of the Transition Period. Rates, terms and conditions for Comparable Services shall apply per the applicable tariff for such Comparable Services as of the date the order is completed. Where <<customer short name>> requests to transition a minimum of fifteen (15) circuits per state, <<customer short name>> may submit orders via a spreadsheet process and such orders will be project managed. In all other cases, <<customer short name>> must submit such orders pursuant to the local service request/access service request (LSR/ASR) process, dependent on the Comparable Service elected. For such transitions, the non-recurring and recurring charges shall be those set forth in BellSouth's FCC No. 1 tariff, or as otherwise agreed in a separately negotiated agreement. Until such time as the Other Eliminated Elements are transitioned to such Comparable Services, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement. In the event <<customer short name>> has entered into a separate agreement for switching or services that include switching that are Vacated Elements but that are provided under this Agreement as of the date of the Vacatur Order, those switching Vacated Elements shall be transitioned pursuant to such separately negotiated agreement. In the event that <<customer short name>> has not entered into a separate commercial agreement for the provision of switching Vacated Elements, <<customer short name>> will submit orders to either disconnect such switching Vacated Elements or convert such switching Vacated Elements to Resale within thirty (30) calendar days of BellSouth's Initial Notice and the Resale rates, terms and conditions shall apply from the date of order completion. If <<customer short name>> fails to submit orders to transition such switching Vacated Elements from this Agreement within thirty (30) calendar days of BellSouth's Initial Notice, BellSouth shall provide 30 calendar days notice that <<customer short name>> must

~~submit orders to disconnect or transition such switching Vacated Elements or BellSouth shall transition such Vacated Elements to Resale and shall retroactively charge the Resale rate to the day of BellSouth's Initial Notice and any applicable disconnect charge as set forth in Exhibit B of this Attachment. In such case, <<customer short name>> shall reimburse BellSouth for labor incurred and appropriate conversion and disconnection charges shall apply.~~

1.11.2.2 ~~If <<customer short name>> fails to identify and submit orders for any Other Eliminated Elements within thirty (30) calendar days of the last day of the Transition Period, BellSouth may transition such Other Eliminated Elements to Comparable Services. The rates, terms and conditions for such Comparable Services shall apply as of the date following the end of the Transition Period. If no Comparable Services exist, then BellSouth may disconnect such Other Eliminated Elements if <<customer short name>> does not submit such orders within thirty (30) calendar days of the last day of the Transition Period. In such case <<customer short name>> shall reimburse BellSouth for labor incurred in identifying such Other Eliminated Elements and processing such orders and <<customer short name>> shall pay the applicable disconnect charges set forth in this Agreement. Until such time as the Other Eliminated Elements are disconnected pursuant to this Agreement, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement. Other Vacated Elements. For the embedded base of Vacated Elements, excluding switching Vacated Elements, to be transitioned to a Comparable Service, <<customer short name>> will identify and submit orders (via a spreadsheet process where <<customer short name>> purchases a minimum of fifteen (15) circuits per state) within forty five (45) calendar days of BellSouth's Initial Notice. Such orders will be project managed. The rates, terms and conditions of the Comparable Service to which such Vacated Elements are to be transitioned will be effective upon receipt of the order/spreadsheet as applicable. To the extent <<customer short name>> identifies and submits an order, whether via spreadsheet or the local services request/access services request (ASR/LSR) process, to replace a Vacated Element with a BellSouth Comparable Service within the forty five (45) calendar day time frame, BellSouth agrees to waive the associated Network Element disconnect charge.~~

1.11.3 ~~To the extent the FCC issues an effective Intervening Order that alters the rates, terms and conditions for any Network Element or Other Service, including but not limited to Local Switching, Enterprise Market Loops and High Capacity Transport, the Parties agree that such Intervening Order shall supersede those rates, terms and conditions set forth in this Agreement for the affected Network Element(s) or Other Service(s). If <<customer short name>> fails to identify and submit orders for any of the~~

embedded base of such Vacated Elements within forty-five (45) calendar days of BellSouth's Initial Notice, BellSouth will identify those Vacated Elements and notify ("Second Notice") <<customer short name>> of the Vacated Elements for which <<customer short name>> needs to submit orders to disconnect or transition the embedded base of Vacated Elements and BellSouth shall notify <<customer short name>> of any Vacated Elements for which there is no comparable tariff service. <<customer short name>> must submit such orders within thirty (30) calendar days of BellSouth's Second Notice. If <<customer short name>> identifies and submits orders for at least 95% of its embedded base within the forty-five (45) calendar days of BellSouth's Initial Notice, <<customer short name>> will not be required to reimburse BellSouth for the labor to identify those Vacated Elements. In all other cases, <<customer short name>> shall reimburse BellSouth for labor incurred in identifying such Vacated Elements. The rates, terms and conditions associated with the Comparable Service to which <<customer short name>> transitions Vacated Elements via orders placed pursuant to BellSouth's Second Notice will apply and will be retroactively charged to the date of BellSouth's Initial Notice.

1.11.4 Notwithstanding anything to the contrary in this Agreement, in the event that the Interim Rules are vacated by a court of competent jurisdiction, <<customer short name>> shall immediately transition Local Switching, Enterprise Market Loops and High Capacity Transport pursuant to Section 1.11 through 1.11.2.2 above, applied from the effective date of such vacatur, without regard to the Interim Period or Transition Period. If <<customer short name>> fails to submit orders to transition such Vacated Elements from this Agreement within thirty (30) calendar days of BellSouth's Second Notice, BellSouth will replace such Vacated Elements with comparable tariffed services as BellSouth deems appropriate, and the rates, terms and conditions for that tariffed service shall apply. This rate will be applied retroactively to the date of BellSouth's Initial Notice. <<customer short name>> shall reimburse BellSouth for labor incurred in identifying such Vacated Elements and the associated Network Element disconnect charge. If no comparable tariff service exists, BellSouth may disconnect such Vacated Elements.

1.11.5 Notwithstanding anything to the contrary in this Agreement, upon the Effective Date of the Final FCC Unbundling Rules, to the extent any rates, terms or requirements set forth in such Final FCC Unbundling Rules are in conflict with, in addition to or otherwise different from the rates, terms and requirements set forth in this Agreement, the Final FCC Unbundling Rules rates, terms and requirements shall supercede the rates, terms and requirements set forth in this Agreement without further modification of this Agreement by the Parties.

1 11 6 In the event that any Network Element, other than those already addressed above, is no longer required to be offered by BellSouth pursuant to Section 251 of the Act, <<customer_short_name>> shall immediately transition such elements pursuant to Section 1.11 through 1.11.2.2 above, applied from the effective date of the order eliminating such obligation.

~~1-54~~ 1.11 7 <<customer_short_name>> may utilize UNEs and Other Services in a manner consistent with applicable industry standards and applicable BellSouth Technical References incorporated into BellSouth's Guides found on BellSouth's website at <http://interconnection.bellsouth.com>. In the event that <<customer_short_name>> perceives that BellSouth Technical References include provisions that unreasonably limit <<customer_short_name>>'s ability to access and utilize UNEs in accordance with this Attachment, <<customer_short_name>> shall notify BellSouth and the Parties shall attempt to resolve the issue. If the Parties are unable to resolve the issue, the dispute shall be handled in accordance with the dispute resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.

~~1-61~~ 1.12 Routine Network Modifications (RNMs)

1 12.1 ~~[Open to CLECs]~~ BellSouth will perform ~~RNMsRoutine Network Modifications~~ in accordance with FCC 47 C.F.R. 51.319 (a)(8) and (e)(5). Except to the extent expressly provided otherwise in this Attachment, if BellSouth has anticipated such ~~RNMsRoutine Network Modifications~~ and performs them during normal operations and such function was included in BellSouth's cost studies that, through Commission proceedings or agreement by the Parties resulted in rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such ~~RNMsRoutine Network Modifications~~ at no additional charge. ~~RNMsRoutine Network Modifications~~ shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such ~~RNMsRoutine Network Modifications~~ were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a ~~RNMRoutine Network Modification~~ and has not recovered the costs of such ~~RNMRoutine Network Modification~~ in the rates set forth in Exhibit A of this Attachment, then <<customer_short_name>> must submit a ~~service inquiry (SI)~~ LSR to have the work performed. Each request will be handled as a project on an individual case basis until such time as BellSouth incorporates such ~~RNMRoutine Network Modification~~ into its normal operations and develops a charge for such ~~RNMRoutine Network Modification~~ that is included in this Agreement by Amendment hereto. If <<customer_short_name>> believes that a ~~RNMRoutine Network Modification~~ should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination, the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quote for the request, and upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the

~~RNM~~Routine Network Modification. If <<customer_short_name>> believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. ~~Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act.~~ While the dispute is pending, <<customer_short_name>> shall have the option of requesting BellSouth to ~~provide the network element, interconnection option or service option~~ perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

~~1-71.13~~ [Parties Disagree]

[<<customer_short_name>> Version] Notwithstanding any other provision of this Agreement, BellSouth will not combine UNEs or Combinations with any service, Network Element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

[BellSouth Version] Notwithstanding any other provision of this Agreement, BellSouth will not ~~commingle or combine~~ UNEs or Combinations of UNEs with any service, Network Element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. Nothing in this Section shall prevent <<customer_short_name>> from commingling Network Elements with tariffed special access loop and transport services

~~1-81.14~~ Commingling of Services

~~1-81.14.1~~ 1-81.14.1 BellSouth shall provide commingling of services in accordance with FCC 47 C.F.R. 51.309.

~~1-82.14.2~~ 1-82.14.2 BellSouth will not "ratchet" (i.e., billing a single circuit at multiple rates to develop a single, blended rate for) a commingled circuit. Unless otherwise agreed to by the Parties, the UNE portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed or other contract rates.

~~1-83.14.3~~ [Parties Disagree]

[<<customer_short_name>> Version] When multiplexing equipment is attached to a commingled circuit, the **multiplexing equipment** and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth service.

~~[BellSouth Version]~~ When multiplexing equipment is attached to a commingled circuit, the **multiplexing equipment** will be billed from the same jurisdictional authorization (agreement or tariff) as the **higher bandwidth service**. The Central Office Channel Interface will be billed from the same jurisdictional authorization (tariff or agreement) as the lower **bandwidth** service.

~~1.8.41~~ 14.4 If <<customer_short_name>> reports a trouble on a UNE or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> at the rates set forth in Exhibit A to this Attachment for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. If <<customer_short_name>> reports the same trouble on the same UNE or Other Service within thirty (30) calendar days of BellSouth's notification to <<customer_short_name>> of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, <<customer_short_name>> shall be credited on the next billing cycle for charges associated with the prior trouble.

1.9 Rates

1.9.1 ~~[Open to CLECs]~~ The prices that <<customer_short_name>> shall pay to BellSouth for UNEs, Combinations and Other Services are set forth in Exhibit A and/or Exhibit C of this Attachment. To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rates. If <<customer_short_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. If no rate is identified in this Agreement for an UNE, Combination or Other Service that is required to be a TELRIC-compliant rate, the rate will be a TELRIC-compliant rate set by the Commission, or if no such rate has been set by a Commission, BellSouth shall propose an interim TELRIC-compliant rate based upon a cost study that BellSouth will provide upon request from <<customer_short_name>>. If the rate is not required to be TELRIC-compliant, then the rate may be negotiated by the Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.

1.9.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6. Service Date Advancement charges for expediting UNEs and Other Services orders and are as set forth in Exhibit A.

1.9.3 If <<customer_short_name>> modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by <<customer_short_name>> in accordance with FCC No. 1 Tariff, Section 5.

- 1.9.4 Fractionalized billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

2 Unbundled Loops

2.1 General

- 2.1.1 BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to the local loop (i.e., below the DSI level) on an unbundled basis, in accordance with FCC 47 C.F.R. 51.319(a). The various Loops that BellSouth currently offers and is required to make available are set forth in this Attachment 2 herein. Sections 2.1.1.1 – 2.1.7, 2.2.3 – 2.6.3, 2.8 – 2.8.2 and 2.18 – 2.18.3.5 apply to loops provisioned pursuant to Exhibit B as applicable.

- 2.1.1.1 ~~[Open to CLECs]~~ For the purposes of determining BellSouth's obligation to provide unbundled access to UNE loops this Agreement, and not by way of limitation, the phrase 'end user customer premises' as used in 47 C.F.R. 51.319 (a) shall not be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

- 2.1.1.2 ~~[Open to CLECs]~~ When <<customer_short_name>> is purchasing a ~~Loop~~ loop, <<customer_short_name>> shall purchase the entire bandwidth of the ~~Loop~~ loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the ~~Loop~~ loop.

- ~~2.1.2.1.3~~ The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

- ~~2.1.3.1.4~~ ~~[Open to CLECs]~~ The provisioning of a ~~Loop~~ loop to <<customer_short_name>>'s collocation space will require BellSouth to provide cross office cabling and cross connections within the central office to connect the ~~Loop~~ loop to the demarcation point associated with the collocation space. These cross connects are separate components that are not considered a part of the ~~Loop~~ loop, and thus, have a separate charge as set forth in Exhibit A of this Attachment 4.

- ~~2.1.4.1.5~~ ~~[Open to CLECs]~~ Where facilities are available, BellSouth will install ~~Loops~~ loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more ~~Loops~~ loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory intervals will be set by the BellSouth project manager for that order. When ~~Loops~~ loops require a Service Inquiry (SI) prior to

issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

~~2.1.52~~ 1.6 ~~[Open to CLECs]~~ The ~~Loop-loop~~ shall be provided to <<customer_short_name>> in accordance with reasonable and nondiscriminatory provisions set forth in BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

~~2.1.62~~ 1.7 ~~[Open to CLECs]~~ BellSouth will provision, maintain and repair the ~~Loops-loops~~ to the standards that are consistent with the type of ~~Loop-loop~~ ordered

~~2.1.72~~ 1.8 ~~[Open to CLECs]~~ When a BellSouth technician is required to be dispatched to provision the ~~Loop-loop~~, BellSouth will tag the ~~Loop-loop~~ with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the ~~Loop-loop~~, BellSouth will tag the ~~Loop-loop~~ on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the ~~Loop-loop~~ is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment. ~~The Trouble~~

2.2 Mass Market Loops

2.2.1 Copper Loops. BellSouth will provide access to unbundled Copper Loops as required by FCC Rule 51.319(a)(1)

2.2.2 Hybrid Loops. BellSouth will provide access to unbundled Hybrid Loops as required by FCC Rule 51.319(a)(2).

2.2.3 BellSouth will provide access to unbundled Fiber-to-the-Home loops as required by FCC Rule 51.319(a)(3). FTTH facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each end user in the MDU.

~~2.3~~ ~~[Open to CLECs]~~ Enterprise Market Loops

~~2.3.1~~ ~~[Open to CLECs]~~ DS1 loops. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to a DS1 loop on an unbundled basis. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

~~2.3.2~~ ~~[Open to CLECs]~~ DS3 loops. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to a DS3 loop on an unbundled basis. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second. <<customer_short_name>> may obtain a maximum of two unbundled

DS3 loops for any single customer location at the TELRIC compliant,
Commission approved UNE prices set forth in Exhibit A of this Attachment

- ~~2.3.3.2.2~~ [Open to CLECs] Dark Fiber Loops—BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at an End User's premises and the BellSouth central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.
- 2.4 Loop Testing/Trouble Reporting
- 2.4.1 [Open to CLECs] <<customer_short_name>> will be responsible for testing and isolating troubles on the ~~Loops~~loops. <<customer_short_name>> must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled ~~Loop~~loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting ~~repair trouble~~ to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> will be required to provide the results of the <<customer_short_name>> test which indicated a problem on the BellSouth provided ~~Loop~~loop.
- 2.4.2 [Open to CLECs] Once <<customer_short_name>> has isolated a trouble to the BellSouth provided ~~Loop~~loop, and ~~had~~has issued a trouble report to BellSouth on the ~~Loop~~loop, BellSouth will take the actions necessary to repair the ~~Loop~~loop if a trouble actually exists. BellSouth will repair these ~~Loops~~loops in a reasonable and nondiscriminatory manner and in time frames that are as favorable as those in which BellSouth repairs similarly situated ~~Loops~~loops to its End Users.
- 2.4.3 If <<customer_short_name>> reports a trouble on a non-designed or designed ~~Loop~~loop and no trouble actually exists, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the ~~Loop's~~loop's working status. BellSouth will assess the applicable Maintenance of Service Charge rates from BellSouth's FCC No. 1 Section 13.3.1 for designed circuits, Section A4.3.1 of the GSSTs for Alabama, Kentucky, Louisiana, Mississippi and Tennessee where trouble determination for non-designed circuits is covered under premises work charges, Section A15.4.1 of the GSSTs for Florida and North Carolina where trouble determination for non-designed circuits is covered under trouble location charges, and Section N1.1.2 of the Non-Regulated Services Pricing tariff for Georgia and South Carolina where trouble determination for non-designed circuits is covered under trouble determination charges. If <<customer_short_name>> reports the same trouble on the same UNE ~~Loop~~loop within thirty (30) calendar days of BellSouth's notification to <<customer_short_name>> of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network,

<<customer_short_name>> shall be credited on the next billing cycle for charges associated with the prior trouble.

- 2.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided, in accordance with rates set forth in Exhibit A of this Attachment
- 2.4.5 BellSouth shall test all ~~Loops-loops~~ at parity in a nondiscriminatory manner. The results of such testing, to the extent available, shall be provided to <<customer_short_name>> upon request.
- 2.5 Order Coordination and Order Coordination-Time Specific
- 2.5.1 "Order Coordination" (OC) allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 ~~Loops-loops~~, Unbundled Digital Loops (UDL) and other ~~Loops-loops~~ where OC may be purchased as an option, to <<customer_short_name>>'s facilities to limit End User service outage. OC is available when the ~~Loop-loop~~ is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.5.2 "Order Coordination - Time Specific" (OC-TS) allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make every effort to accommodate <<customer_short_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_short_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all ~~Loops-loops~~ except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> specifies a time outside this window, or selects a time or quantity of ~~Loops-loops~~ that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.5.3 ~~[Open to CLECs]~~ For a coordinated conversion, i.e., to LNP with loop or to stand alone loop where ~~order coordination~~ OC is provided for in this agreement,

BellSouth shall verbally coordinate the disconnect with <<customer_short_name>> and perform any switch translations so as to limit End User service outage. When ~~Order Coordination~~ OC is provided, BellSouth will call <<customer_short_name>> twenty-four (24) to forty-eight (48) hours prior to the actual conversion to ensure <<customer_short_name>> will be ready on the due date and to review the details of the cutover. <<customer_short_name>> may designate the conversion time when the conversion involves a loop with LNP by ordering Time Specific conversion at rates designated in this agreement. For Time Specific conversions, BellSouth and <<customer_short_name>> shall mutually agree upon cut over time and BellSouth will verify the cut over time designated by <<customer_short_name>> twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. Both Parties will use best efforts to ensure that conversions will commence within fifteen (15) minutes of the established time, with the exception of conversions involving IDLC where the Commission has granted extended conversion windows. For coordinated conversions, BellSouth's target intervals for service disruption to the End User is fifteen (15) minutes or less.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office

	with Section 2				
For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.6 CLEC to CLEC Conversions for Unbundled Loops

2.6.1 The CLEC to CLEC conversion process, located on BellSouth's web site at <http://www.interconnection.bellsouth.com/guides/unedocs/c2c.pdf>, for unbundled ~~Loops-loops~~ may be used by <<customer_short_name>> when converting an existing unbundled ~~Loop-loop~~ from another CLEC for the same End User. The ~~Loop-loop~~ type being converted must be included in <<customer_short_name>>'s Interconnection Agreement before requesting a conversion.

2.6.2 To utilize the CLEC to CLEC conversion process, the ~~Loop-loop~~ being converted must be the same ~~Loop-loop~~ type with no requested changes to the ~~Loop-loop~~, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.

2.6.3 The ~~Loops-loops~~ converted to <<customer_short_name>> pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific ~~Loop-loop~~ type.

2.7 Bulk Migration

2.7.1 If <<customer_short_name>> requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, <<customer_short_name>> must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration" located at <http://interconnection.bellsouth.com/guides/unedocs/BulkManpkg.pdf>. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the ~~Loop-loop~~ type being requested in the Bulk Migration asset forth in Exhibit A of this Attachment. Additionally, an electronic OSS charges will apply for each customer account subject to the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.45-13.1 below.

2.8 Ordering Guidelines and Processes

2.8.1 Ordering and provisioning for UNEs and Other Services shall be as set forth in Attachment 6.

- 2.8.2 Additional UNE product information may also be found in the individual CLEC Information Packages found on the "CLEC UNE Products" website located at <http://www.interconnection.bellsouth.com/guides/html/un.es.html>.
- 2.9 Unbundled Voice Loops (UVLs)
- 2.9.1 BellSouth shall make available the following UVLs:
- 2.9.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
- 2.9.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
- 2.9.1.3 4-wire Analog Voice Grade Loop (Designed)
- 2.9.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time and shall result in no voice grade service disruption or degradation to the End User. In these situations, BellSouth will ensure that the newly provided facility will support a 64 kbps channel capable of supporting voice grade services. BellSouth will not guarantee that <<customer_short_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.9.2.1 [Open to CLECs] Unbundled Voice Loop - SL1 (UVL-SL1) ~~Loops-loops~~ are 2-wire ~~Loop-loop~~ start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 ~~Loops-loops~~ when reuse of existing facilities has been requested by <<customer_short_name>>. <<customer_short_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up (LMU) information, which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 ~~Loops-loops~~ will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users. For SL1 orders that include the OC option, BellSouth will use best efforts to notify <<customer_short_name>> within thirty (30) minutes of the completion of the physical wire work.
- 2.9.2.1.1 [Open to CLECs] For an additional charge BellSouth will make available additional Loop Testing so that <<customer_short_name>> may request further

testing on new UVL-SL1 ~~Loops-loops~~. Rates for additional Loop Testing are as set forth in Exhibit A of this Attachment.

- 2.9.2.2 Unbundled Voice Loop – SL2 (UVL-SL2) ~~Loops-loops~~ may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 ~~Loops-loops~~. The OC feature will allow <<customer_short_name>> to coordinate the installation of the ~~Loop-loop~~ with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at BellSouth's discretion during normal work hours.

2.10 Unbundled Digital Loops

- 2.10.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

- 2.10.2 BellSouth shall make available the following UDLs as set forth below.

2.10.2.1 2-wire Unbundled ISDN Digital Loop

2.10.2.2 2-wire Unbundled ADSL Compatible Loop

2.10.2.3 2-wire Unbundled HDSL Compatible Loop

2.10.2.4 4-wire Unbundled HDSL Compatible Loop

2.10.2.5 ~~[Open to CLECs]~~ 4-wire Unbundled DS1 Digital Loop

2.10.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.10.2.7 ~~[Open to CLECs]~~ DS3 Loop

2.10.2.8 ~~[Open to CLECs]~~ STS-1 Loop

- 2.10.3 ~~[Open to CLECs]~~ 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. <<customer_short_name>> will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. When ISDN Loops are provisioned using a Digital Loop Carrier (DLC) system, BellSouth will ensure that the ~~Loops-loops~~ are provisioned on time slots that are compatible with data-only services such as IDSL.

- 2.10.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner. <<customer_short_name>> may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.10.4 ~~[Open to CLECs]~~ 2-Wire ADSL-Compatible Loop. This is a designed ~~Loop-loop~~ that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of ~~Loop-loop~~ length). The ~~Loop-loop~~ is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.5 ~~[Open to CLECs]~~ 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed ~~Loop-loop~~ that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of ~~Loop-loop~~ length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.6 ~~[Open to CLECs]~~ 4-Wire Unbundled DS1 Digital Loop. This is a designed ~~4-wire Loop~~ that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a ~~4-Wire DS1 Network Interface at the End User's location~~.
- 2.10.7 ~~[Open to CLECs]~~ 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire ~~Loops-loops~~ that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.10.8 ~~[Open to CLECs]~~ DS3 Loop. ~~DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. DS3 Loops come with a test point and a DLR. DS3 Loops require a~~

Service Inquiry (SI) in order to ascertain availability. Rates are mileage sensitive and the mileage is in airline miles, rounded up and a minimum of one (1) mile applies. BellSouth TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 service

- 2.10.9 ~~[Open to CLECs]~~ STS-1 Loop. STS-1 Loop is a high capacity digital transmission path with SONET VT1-5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two point digital transmission path that provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic based electrical interface. STS-1 Loops come with a test point and a DLR. STS-1 Loops require a Service Inquiry (SI) in order to ascertain availability.
- 2.11 Unbundled Copper Loops (UCL)
- 2.11.1 ~~[Open to CLECs]~~ BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair ~~Loop-loop~~ that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.
- 2.11.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.11.2.1 ~~[Open to CLECs]~~ The UCL-D will be provisioned as a dry copper twisted pair (two (2)- or four (4)-wire) ~~Loop-loop~~ that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters)
- 2.11.2.2 A UCL-D will be 18,000 feet or less in length and is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 Ohms of resistance.
- 2.11.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D, however, OC is always required on UCLs where a reuse of existing facilities has been requested by <<customer_short_name>>.
- 2.11.2.4 These ~~Loops-loops~~ are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID)

at the ~~customer's~~ End User's location for the purpose of connecting the ~~Loop-loop~~ to the ~~customer's~~ End User's inside wire

2.11.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop -- Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner

2.11.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.11.3.1 ~~[Open to CLECs]~~ The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For ~~Loops-loops~~ less than 18,000 feet and with less than 1300 Ohms resistance, the ~~Loop-loop~~ will provide a voice grade transmission channel suitable for ~~Loop-loop~~ start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.11.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.

2.11.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.11.3.4 ~~[Open to CLECs]~~ UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the ~~Loop-loop~~ to the customer's inside wire

2.11.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities OC-TS does not apply to this product

2.11.3.6 ~~[Open to CLECs]~~ <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper ~~Loop-loop~~ within the BellSouth network. Therefore, some ~~Loops-loops~~ that would not qualify as UCL-ND could be transformed into ~~Loops~~ loops that do qualify, using the ULM process.

2.12 Unbundled Loop Modifications (Line Conditioning)

2.12.1 ~~[Parties Disagree]~~

~~[<<customer_short_name>> Version]~~ BellSouth shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

~~[BellSouth Version]~~ Line Conditioning is defined as a ~~routine-network modification~~ **RNM** that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper ~~Loop-loop~~ or copper sub-loop that may diminish the capability of the ~~Loop-loop~~ or sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to; load coils, low pass filters, and range extenders. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.

2.12.2 ~~[Parties Disagree]~~

~~[<<customer_short_name>> Version]~~ No Section.

~~[BellSouth Version]~~ BellSouth will remove load coils only on copper loops and sub loops that are less than 18,000 feet in length. BellSouth will remove load coils on copper loops and sub loops that are greater than 18,000 feet in length upon <<customer_short_name>>'s request at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties.

2.12.3 ~~[Parties Disagree]~~

~~[Open to CLECs]~~ ~~[<<customer_short_name>> Version]~~ For a Any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of

combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Line conditioning orders that require the removal of **other** bridged tap will be performed at the rates set forth in Exhibit A of this Attachment.

~~[BellSouth Version]~~ For a Any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Line conditioning orders that require the removal of bridged tap **that serves no network design purpose on a copper loop that will result in a combined level of bridged tap between 2,500 and 6,000 feet** will be performed at the rates set forth in Exhibit A of this Attachment.

2.12.4 ~~[Parties Disagree]~~

~~[<<customer_short_name Version]~~ No Section.

~~[BellSouth Version]~~ <<customer_short_name>> may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to **BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties.**

2.12.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.12.6 ~~[Open to CLECs]~~ BellSouth will not modify a ~~Loop-loop~~ in such a way that it no longer meets the technical parameters of the original ~~Loop-loop~~ type (e.g., voice grade, ADSL, etc.) being ordered. If <<customer_short_name>> wants a different type of ~~Loop-loop~~ or wants the original ~~Loop-loop~~ type modified to a different ~~Loop-loop~~ type then <<customer_short_name>> must submit a new order for that type of ~~Loop-loop~~.

2.12.7 If <<customer_short_name>> requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. <<customer_short_name>> will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.12.8 ~~[Open to CLECs]~~ <<customer_short_name>> shall request ~~Loop-maLMU~~ ~~ke-up~~ information pursuant to this Attachment prior to submitting a service inquiry

and/or a LSR for the ~~Loop-loop~~ type that <<customer_short_name>> desires BellSouth to condition

- 2.12.9 ~~[Open to CLECs]~~ When requesting ULM for a ~~Loop-loop~~ that BellSouth has previously provisioned for <<customer_short_name>>, <<customer_short_name>> will submit a service inquiry to BellSouth. If a spare ~~Loop-loop~~ facility that meets the loop modification specifications requested by <<customer_short_name>> is available at the location for which the ULM was requested, <<customer_short_name>> will have the option to change the ~~Loop-loop~~ facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the ~~Loop-loop~~ facility in lieu of providing ULM, <<customer_short_name>> will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.13 Loop Provisioning Involving Integrated Digital Loop Carriers

- 2.13.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g., hairpinning).

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

- 2.13.2 ~~[Open to CLECs]~~ Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed ~~Loops-loops~~ such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

- 2.13.3 ~~[Open to CLECs]~~ If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the ~~Loop-loop~~.

2.14 Network Interface Device

- 2.14.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit

at the premises. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID). The NID features two independent chambers or divisions that separate the service provider's network from the End User's customer premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.14.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.14.3 Access to NID

2.14.3.1 <<customer_short_name>> may access the End User's customer premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID.

2.14.3.1.1 [Open to CLECs] In Alabama, Georgia, Kentucky, South Carolina and Tennessee, BellSouth shall allow <<customer_short_name>> to connect its ~~Loops~~ loops directly to BellSouth's multi-line residential NID enclosures that have spare terminations available or <<customer_short_name>> can connect to terminations that currently have loops attached to them but that are not currently used by BellSouth or any other telecommunications carrier to provide service to the premises.

In Florida, Louisiana, Mississippi and North Carolina, if no spare terminations are available, <<customer_short_name>> must connect its ~~Loops~~ loops to its own NID adjoining BellSouth's multi-line residential NID.

<<customer_short_name>> can install the NID and cross connect to BellSouth's NID itself. IF <<customer_short_name>> decides to do so, <<customer_short_name>> can have BellSouth install the NID or have BellSouth install the NID and cross connect to BellSouth's NID. To have BellSouth do this installation work <<customer_short_name>> must submit a LSR. BellSouth will perform the installation and bill <<customer_short_name>> a nonrecurring charge for the NID or for the NID and cross connect.

2.14 3.1.2 [Open to CLECs] Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the End User and has provided reasonable advanced notice to the other Party.

2 14 3.1.3 [Open to CLECs] Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connection ~~divisioned~~ or

spliced jumper wire from the End User customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.14.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis

2.14.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It shall be the responsibility of the Party disconnecting loop facilities to ensure there is no safety hazard, and that ~~party~~ Party shall hold the other harmless for any liability associated with the removal of the loop facilities from the other Party's NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.14.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.14.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures

2.14.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> to develop specific procedures to establish the most effective means of implementing this Section if the procedures set forth herein do not apply to the NID in question.

2.14.4 Technical Requirements

2.14.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.14.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to <<customer_short_name>>'s NID.

2.14.4.3 ~~[Open to CLECs]~~ Existing BellSouth NIDs will be provided in working condition. Where such NID is not functioning properly, BellSouth shall repair the NID at BellSouth's expense. <<customer_short_name>> may request BellSouth to do additional work to the NID, including relocating the NID and extending

associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where BellSouth does not charge its retail customers to perform the same functions. When <<customer_short_name>> deploys its own local ~~Loops-loops~~ in a multiple-line termination device, <<customer_short_name>> shall specify the quantity of NID connections that it requires within such device.

2.14.4 4 The NID shall be equal to or better than all requirements for NIDs set forth in the applicable industry standard technical requirements.

2.15 Sub-loop Elements

2 15 1 ~~[Open to CLECs]~~ Where facilities permit, BellSouth shall offer access to its Unbundled Sub-~~L~~loop (USL) elements in accordance with FCC C.F.R. 51.319 (b)

2 16 ~~[Open to CLECs]~~ Unbundled Sub-~~L~~loop Distribution

2 16.1 ~~[Open to CLECs]~~ The Unbundled Sub-~~L~~loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-~~L~~loop Distribution – Voice Grade

Unbundled Copper Sub-~~L~~loop

Unbundled Sub-~~L~~loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.16 1.1 ~~[Open to CLECs]~~ Unbundled Sub-~~L~~loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.16.1.2 ~~[Open to CLECs]~~ Unbundled Copper Sub-~~L~~loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.16.1.2.1 ~~[Open to CLECs]~~ If <<customer_short_name>> requests a UCSL and it is not available, <<customer_short_name>> may request the copper Sub~~sub~~-~~L~~loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

- 2.16.1.3 ~~[Open to CLECs]~~ Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the End User's premises
- 2.16.1.3.1 Upon request for USLD-INC from <<customer_short_name>>, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for <<customer_short_name>>'s use on this cross-connect panel. <<customer_short_name>> will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.16.1.4 For access to Voice Grade USLD and UCSL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>'s cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.
- 2.16.1.5 ~~[Open to CLECs]~~ Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by <<customer_short_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>'s request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: <http://www.interconnection.bellsouth.com/products/html/unesh.html>
- 2.16.1.6 The site set-up must be completed before <<customer_short_name>> can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>'s cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.16.1.7 ~~[Open to CLECs]~~ Once the site set-up is complete, <<customer_short_name>> will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when <<customer_short_name>> requests reuse of an existing facility, and the ~~Order Coordination~~ OC charge shall be billed in addition to the USL pair rate. For

- expedite requests by <<customer_short_name>> for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.16.1.8 ~~[Open to CLECs]~~ Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.16.2 Unbundled Network Terminating Wire (UNTW)
- 2.16.2.1 ~~[Open to CLECs]~~ UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the ~~Loop-loop~~ that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.16.2.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases, but only to the extent that BellSouth has control by virtue of such lease, wiring all the way to the End Users' premises. BellSouth shall use commercially reasonable efforts to obtain the right to permit <<customer_short_name>> to access the UNTW.
- 2.16.2.3 Requirements
- 2.16.2.3.1 On a multi-unit premises, upon request of <<customer_short_name>>, BellSouth will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet
- 2.16.2.3.2 Except as otherwise required in this Attachment or as necessary for BellSouth to perform its obligations under Section 2.16.2.3.1, BellSouth shall not be required to install new or additional UNTW beyond existing UNTW to provision the services of <<customer_short_name>>
- 2.16.2.3.3 Upon receipt of the UNTW SI requesting access to BellSouth's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of <<customer_short_name>>, an Access Terminal will be installed either adjacent to each of BellSouth's Garden Terminal or inside each Wiring Closet. <<customer_short_name>> will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. <<customer_short_name>> may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to <<customer_short_name>> on that pair. Prior to connecting <<customer_short_name>>'s service on a pair previously used by BellSouth, <<customer_short_name>> will use commercially reasonable efforts to ensure the End User is no longer using BellSouth's service or another CLEC's service on that pair before accessing UNTW pairs

- 2.16.2 3.4 Access Terminal installation intervals will be established on an individual case basis
- 2.16.2.3.5 <<customer_short_name>> is responsible for obtaining the property owner's permission for BellSouth to install an Access Terminal(s) on behalf of <<customer_short_name>>. The submission of the SI by <<customer_short_name>> will serve as certification by <<customer_short_name>> that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) calendar days after completion and demands removal of Access Terminals, <<customer_short_name>> will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.16.2 3 6 <<customer_short_name>> shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of <<customer_short_name>>'s failure to obtain the property owner's permission
- 2.16.2.3.7 <<customer_short_name>> will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time <<customer_short_name>> activates the pair(s). <<customer_short_name>> will notify BellSouth within five (5) business days of activating UNTW pairs using the LSR form.
- 2.16 2.3 8 If a trouble exists on a UNTW pair, <<customer_short_name>> may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, <<customer_short_name>> will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, <<customer_short_name>> will isolate and report troubles to BellSouth. In such cases, <<customer_short_name>> must tag the UNTW pair that requires repair. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge <<customer_short_name>> for time spent on the dispatch and testing the UNTW pair(s).
- 2.16.2.3.9 If <<customer_short_name>> initiates the Access Terminal installation and <<customer_short_name>> has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to <<customer_short_name>>'s request for an Access Terminal within six (6) months of installation of the Access Terminal, BellSouth will bill <<customer_short_name>> a nonrecurring charge equal to the actual cost of provisioning the Access Terminal. Once <<customer_short_name>> has activated at least ten (10) percent of the capacity of the Access Terminal within six (6) months of installation of the Access Terminal, <<customer_short_name>> will not be billed for the placement of the Access Terminal even if the percentage of activated pairs drops at a later time below ten (10) percent or is completely deactivated.

2.16.2 3 10 If BellSouth determines that <<customer_short_name>> is using the UNTW pairs without reporting the activation of the pairs, <<customer_short_name>> will be billed for the use of that pair back to the date the End User began receiving service from the <<customer_short_name>> at that location. Upon request, <<customer_short_name>> will provide copies of its redacted billing record or installation order with sufficient information to substantiate such date. If <<customer_short_name>> fails to provide such records, then BellSouth will bill <<customer_short_name>> back to the date of the Access Terminal installation.

2.16.3 ~~[Open to CLECs]~~ Unbundled Sub-Loop Feeder

2.16.3.1 ~~[Open to CLECs]~~ Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, <<customer_short_name>> will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90) day period, market-based rates have not been negotiated and <<customer_short_name>> has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill <<customer_short_name>> any applicable disconnect charges at rates set forth in Exhibit A of this Attachment.

2.16.4 Unbundled Loop Concentration

2.16.4.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>>, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.17 ~~[Open to CLECs]~~ Dark Fiber Loop

2.17.1 ~~[Open to CLECs]~~ Dark Fiber Loop is defined in Section 2.3.3 above. BellSouth will provide line termination elements at both ends but will not provide regeneration or other electronics necessary for <<customer_short_name>> to utilize Dark Fiber Loops.

2.17.2 ~~[Open to CLECs]~~ Requirements

2.17.3.1 ~~[Open to CLECs]~~ BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is

used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

- 2.17.3.2 ~~[Open to CLECs]~~ <<customer_short_name>> may test the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.17.3.3 ~~[Open to CLECs]~~ <<customer_short_name>> may test Dark Fiber obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow access to Dark Fiber at <<customer_short_name>>'s Serving Wire Center and at <<customer_short_name>>'s End Users premises.
- 2.17.3.4 ~~[Open to CLECs]~~ BellSouth shall use commercially reasonable efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from <<customer_short_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to <<customer_short_name>> within twenty (20) business days after <<customer_short_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable <<customer_short_name>> to connect <<customer_short_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.17.3.5 ~~[Open to CLECs]~~ BellSouth shall provide access to Dark Fiber Loop for test access and testing at the termination point (demarcation) within <<customer_short_name>>'s Serving Wire Center and at <<customer_short_name>>'s End User's premises. For maintenance troubles after acceptance of the Dark Fiber, <<customer_short_name>> should use the normal trouble reporting process and BellSouth will isolate and correct the problem.
- 2.17.3.6 ~~[Open to CLECs]~~ If requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at <<customer_short_name>>'s request subject to time and materials charges.

2.18 Loop Makeup

2.18.1 Description of Service

2.18.1.1 **[Open to CLECs]** BellSouth shall make available to <<customer_short_name>> LMU information so that <<customer_short_name>> can make an independent judgment about whether the ~~Loop~~ loop is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. This Section addresses LMU as a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries are likewise unique from other preordering functions with associated SIs as described in this Agreement

2.18.1.2 **[Open to CLECs]** BellSouth will provide <<customer_short_name>> LMU information consisting of the composition of the ~~Loop~~ loop material (copper/fiber), the existence, location and type of equipment on the ~~Loop~~ loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the ~~Loop~~ loop length; the wire gauge and electrical parameters.

2.18.1.3 BellSouth's LMU information is provided to <<customer_short_name>> as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided, but BellSouth shall provide to <<customer_short_name>> the same information that it would provide to itself

2.18.1.4 **[Parties Disagree]**

[<<customer_short_name>> Version] No Section.

[BellSouth Version] BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the ~~Loop~~ loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.

2.18.1.5 **[Open to CLECs]** <<customer_short_name>> may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth ~~Loop~~ loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said ~~Loop~~ loop. The specific ~~Loop~~ loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the ~~Loop~~ loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s ability to provide advanced data services over the ordered ~~Loop~~ loop type. Further, if <<customer_short_name>>

orders ~~Loops-loops~~ that do not require a specific facility medium or ~~Loops-loops~~ that are not intended to support advanced services (such as UVL-SL1, UVL-SL2) and that are not inventoried as advanced services ~~Loops-loops~~, the LMU information for such ~~Loops-loops~~ is subject to change at any time due to modifications and/or upgrades to BellSouth's network.

<<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the ~~Loop~~ loop type ordered.

2.18.2 Submitting Loop Makeup Service Inquiries

2.18.2.1 ~~[Open to CLECs]~~ <<customer_short_name>> may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the ~~Loop-loop~~ information from the mechanized LMU process, if <<customer_short_name>> needs further ~~Loop-loop~~ information in order to determine ~~Loop-loop~~ service capability, <<customer_short_name>> may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.18.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package available at <http://interconnection.bellsouth.com/guides/html/unec.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order

2.18.3 Loop Reservations

2.18.3.1 ~~[Open to CLECs]~~ For a Mechanized LMUSI, <<customer_short_name>> may reserve up to ten (10) ~~Loop-loop~~ facilities. For a Manual LMUSI, <<customer_short_name>> may reserve up to three (3) ~~Loop-loop~~ facilities.

2.18.3.2 <<customer_short_name>> may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to <<customer_short_name>>. During and prior to <<customer_short_name>> placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If <<customer_short_name>> does not submit an LSR for a UNE service on a reserved facility within the four (4) business day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.18.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth

- 2 18 3.4 ~~[Open to CLECs]~~ All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth
<<customer_short_name>> will not be billed any additional LMU charges for the ~~Loop-loop~~ ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2 18 3.5 ~~[Open to CLECs]~~ Where <<customer_short_name>> has reserved multiple ~~Loop-loop~~ facilities on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type ~~Loop-loop~~ as ordered by <<customer_short_name>>.
- 3 ~~[Open to CLECs]~~ **Line Sharing [BellSouth currently has no line sharing arrangements with any of these CLECs]**
- 3.1 ~~[Open to CLECs]~~ General
- 3.1.1 ~~[Open to CLECs]~~ Line Sharing is defined as the process by which <<customer_short_name>> provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and <<customer_short_name>> using the high frequency spectrum (as defined below) of the loop.
- 3.1.2 ~~[Open to CLECs]~~ Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until such End User cancels or otherwise discontinues its subscription to the DSL service of <<customer_short_name>>, or its successor or its assign. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A of this Attachment.
- 3.1.3 ~~[Open to CLECs]~~ For the period from October 2, 2003, through October 1, 2004, <<customer_short_name>> may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A of this Attachment. After October 1, 2004, <<customer_short_name>> may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.4 ~~[Open to CLECs]~~ The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.
- 3.1.5 ~~[Open to CLECs]~~ As of the earlier of October 2, 2006, or the date that the End User cancels or otherwise discontinues its subscription to the DSL service with <<customer_short_name>>, its successors or its assign, all Line Sharing

arrangements pursuant to Section 2.21 1 3 above of this Attachment shall be terminated.

- 3.1.6 ~~[Open to CLECs]~~ The High Frequency Spectrum is defined as the frequency range on a copper Loop above the range that carries analog circuit-switched voice transmissions—Access to the High Frequency Spectrum is intended to allow <<customer_short_name>> the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services—The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service—<<customer_short_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document—
- 3.1.7 ~~[Open to CLECs]~~ Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLS, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601—
- 3.1.8 ~~[Open to CLECs]~~ When ordering line sharing, BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Loop in accordance with procedures as specified in Section 2.12 above—High Frequency Spectrum Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.12 above. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/guides/unedocs/hf_freq_sp_ulm.pdf—Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment—
- 3.1.9 ~~[Open to CLECs]~~ Where <<customer_short_name>> is seeking access to the high frequency portion of a copper loop or copper subloop pursuant to paragraphs (a) and (b) of FCC Rule 51.319 and BellSouth claims that conditioning that loop or subloop will significantly degrade, as defined in FCC Rule 51.233, the voiceband services that BellSouth is currently providing over that loop or subloop, BellSouth must either—(1) Locate another copper loop or copper subloop that has been or can be conditioned, migrate BellSouth's voiceband service to that loop or subloop, and provide <<customer_short_name>> with access to the high frequency portion of that alternative loop or subloop; or (2) Make a showing to the Commission that the original copper loop or copper subloop cannot be conditioned without significantly degrading voiceband services on that loop or subloop, as defined in FCC Rule 51.233, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to

which the End User's voiceband service can be moved to enable line sharing. If, after evaluating BellSouth's showing under paragraph FCC Rule 51.319 (a)(1)(iii)(D)(2), the Commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service, BellSouth cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to any requesting telecommunications carrier the high frequency portion of the newly conditioned loop or subloop.

- 3.1.10 **[Open to CLECs]** Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and <<customer_short_name>> desires to continue providing xDSL service on such Loop, <<customer_short_name>> shall be required to purchase a full stand-alone Loop UNE or establish a Line Splitting arrangement with another LEC. To the extent commercially practicable, BellSouth shall give <<customer_short_name>> notice in a reasonable time prior to disconnect, which notice shall give <<customer_short_name>> an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and <<customer_short_name>> purchases the full stand-alone Loop, <<customer_short_name>> may elect the type of Loop it will purchase. <<customer_short_name>> will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A of this Attachment.
- 3.1.11 **[Open to CLECs]** If <<customer_short_name>> reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.
- 3.1.12 **[Open to CLECs]** Only one CLEC shall be permitted unbundled access to the High Frequency Spectrum of any particular Loop.
- 3.2 **[Open to CLECs]** Provisioning of Line Sharing and Splitter Space
- 3.2.1 **[Open to CLECs]** BellSouth will provide <<customer_short_name>> with access to the High Frequency Spectrum as follows:
- 3.2.1.1 **[Open to CLECs]** To order High Frequency Spectrum on a particular Loop, <<customer_short_name>> must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.

- 3.2.1.2 **[Open to CLECs]** <<customer_short_name>> may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of <<customer_short_name>>'s submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
- 3.2.1.3 **[Open to CLECs]** Once a splitter is installed on behalf of <<customer_short_name>> in a central office in which <<customer_short_name>> is located, <<customer_short_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and <<customer_short_name>> shall pay the electronic or manual ordering charges as applicable when <<customer_short_name>> orders High Frequency Spectrum for End User service.
- 3.2.1.4 **[Open to CLECs]** BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for <<customer_short_name>>'s data.
- 3.3 **[Open to CLECs]** BellSouth Provided Splitter—Line Sharing
- 3.3.1 **[Open to CLECs]** BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide <<customer_short_name>> access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to <<customer_short_name>>'s DSL equipment in <<customer_short_name>>'s collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide <<customer_short_name>> with a carrier notification letter, informing <<customer_short_name>> of change. <<customer_short_name>> shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. <<customer_short_name>> shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.
- 3.3.2 **[Open to CLECs]** BellSouth will install the splitter in (i) a common area close to <<customer_short_name>>'s collocation area, if possible, or (ii) in a BellSouth relay rack as close to <<customer_short_name>>'s DS0 termination point as possible. <<customer_short_name>> shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this Section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for <<customer_short_name>> on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified <<customer_short_name>> DS0 at such time that a <<customer_short_name>> End User's service is established.

- 3.4 ~~[Open to CLECs]~~ CLEC Provided Splitter—Line Sharing
- 3.4.1 ~~[Open to CLECs]~~ <<customer_short_name>> may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements— <<customer_short_name>> may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4 Central Office shall apply—
- 3.4.2 ~~[Open to CLECs]~~ Any splitters installed by <<customer_short_name>> in its collocation arrangement shall comply with ANSI T1 413, Annex E splitter Standards. <<customer_short_name>> may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate—
- 3.5 ~~[Open to CLECs]~~ Ordering—Line Sharing
- 3.5.1 ~~[Open to CLECs]~~ <<customer_short_name>> shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum—
- 3.5.2 ~~[Open to CLECs]~~ BellSouth will provide <<customer_short_name>> the LSR format to be used when ordering the High Frequency Spectrum—
- 3.5.3 ~~[Open to CLECs]~~ BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>—
- 3.5.4 ~~[Open to CLECs]~~ BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement—BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services, as described in Exhibit A of this Attachment—
- 3.6 ~~[Open to CLECs]~~ Maintenance and Repair—Line Sharing
- 3.6.1 ~~[Open to CLECs]~~ <<customer_short_name>> shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum—If <<customer_short_name>> is using a BellSouth owned splitter, <<customer_short_name>> may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack—If <<customer_short_name>> provides its own splitter, it may test from the collocation space or the Termination Point—
- 3.6.2 ~~[Open to CLECs]~~ BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. <<customer_short_name>> will be responsible for repairing data services—Each Party will be responsible for maintaining its own equipment—

- 3.6.3 [Open to CLECs] <<customer_short_name>> shall inform its End Users to direct data problems to <<customer_short_name>>, unless both voice and data services are impaired, in which event the End Users should call BellSouth.
- 3.6.4 [Open to CLECs] Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.6.5 [Open to CLECs] When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_short_name>>, BellSouth will notify <<customer_short_name>>. <<customer_short_name>> will provide at least one (1) but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_short_name>> will provide BellSouth an LSR with the new CFA pair information within twenty-four (24) hours (excluding Saturdays, Sundays and Holidays) of receiving notification from BellSouth of such resolution. If <<customer_short_name>> fails to respond to a BellSouth request for verbal CFA pair changes within twenty-four (24) hours (excluding Saturdays, Sundays and Holidays) of <<customer_short_name>>'s Maintenance Service Center receiving notification from BellSouth, BellSouth may suspend <<customer_short_name>>'s access to the High Frequency Spectrum on such Loop.
- 3.7 Line Splitting
- 3.7.1 [Open to CLECs] Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) deliver voice and data service to End Users over the same loop. The Voice CLEC and Data LEC may be the same or different carriers. BellSouth will provide Line splitting in accordance with FCC 47 C.F.R. 51.319 (a)(1)(ii).
- 3.7.2 In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another LEC using a splitter, provided by <<customer_short_name>>, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.7.3 Where <<customer_short_name>> is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following Sections in this Attachment
- 3.7.4 [Open to CLECs] <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice LEC with which it desires to provision Line Splitting services, if <<customer_short_name>> will not provide voice and data services.

- 3.7.5 End Users currently receiving voice service from a Voice LEC through a UNE-P may be converted to Line Splitting arrangements by <<customer_short_name>> or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.
- 3.7.6 **[Open to CLECs]** When End Users on ~~Loops-loops~~ using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing <<customer_short_name>> for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of <<customer_short_name>> or its authorized agent to determine if the ~~Loop-loop~~ is compatible for Line Splitting Service. <<customer_short_name>> or its authorized agent may use the existing ~~Loop loop~~ unless it is not compatible with the Data LEC's data service and <<customer_short_name>> or its authorized agent submits an LSR to BellSouth to change the ~~Looploop~~.
- 3.8 Provisioning Line Splitting and Splitter Space
- 3.8.1 **[Open to CLECs]** The Data LEC, Voice LEC or BellSouth may provide the splitter. When <<customer_short_name>> or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The ~~Loop-loop~~ and port cannot be a ~~Loop-loop~~ and port combination (i.e., UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog ~~Loop-loop~~ from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.
- 3.8.2 **[Open to CLECs]** An unloaded 2-wire copper ~~Loop-loop~~ must serve the End User. The meet point for the Voice LEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 3.8.4 **[Open to CLECs]** For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a

process whereby a Voice CLEC and a Data LEC may provide services over the same ~~Loop~~loop.

3.9 Ordering – Line Splitting

3.9.1 <<customer_short_name>> shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.

3.9.2 BellSouth shall provide <<customer_short_name>> the LSR format to be used when ordering Line Splitting service.

3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.9.4 BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services as described in Exhibit A of this Attachment

3.9.5 ~~[Open to CLECs]~~ When ordering Line Splitting, BellSouth will provide Loop Modification to <<customer_short_name>> on an existing ~~Loop~~loop in accordance with procedures developed in the Line Sharing Collaborative as specified in Section 2.12 above High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.12 above Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at http://www.interconnection.bellsouth.com/guides/unedocs/h1_freq_sp_ulm.pdf. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. <<customer_short_name>> will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 <<customer_short_name>> shall inform its End Users to direct all problems to <<customer_short_name>> or its authorized agent.

3.10.3 <<customer_short_name>> shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees proximately arising out of or resulting from actions taken by the data provider or <<customer_short_name>> in connection with the line splitting arrangement,

except to the extent caused by BellSouth's negligence, gross negligence or willful misconduct.

3.10 4

[Parties Disagree]

<<customer_short_name>> Version In cases where <<customer_short_name>> purchases UNEs from BellSouth, BellSouth shall not refuse to provide DSL transport or DSL services (of any kind) to <<customer_short_name>> and its End Users, unless BellSouth has been expressly permitted to do so by the Commission. Where BellSouth provides such transport or services to <<customer_short_name>> and its End Users, BellSouth shall do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity.

[BellSouth Version] To the extent required by and consistent with Applicable Law, BellSouth shall provide its retail DSL service offering to <<customer_short_name>>, for use with UNE-P or loops provisioned pursuant to this Agreement, pursuant to separately negotiated rates, terms and conditions in a non-discriminatory manner. Notwithstanding the foregoing, BellSouth shall not provide its retail DSL service offering to <<customer_short_name>> over the same loop provisioned to <<customer_short_name>>, except as agreed to by the Parties or as otherwise set forth herein.

4 **[Open to CLECs] Local Switching**

4.1 **[Open to CLECs]** BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability in accordance with FCC Rule 51.319 (d).

4.2 **[Open to CLECs]** Local Circuit Switching Capability, including Tandem Switching Capability

4.2.1 **[Open to CLECs]** Local circuit switching capability is defined as all line side and trunk side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions. In addition, the features, functions, and capabilities of the local circuit switching UNE also include the same basic capabilities that are available to BellSouth's customers, such as telephone number, directory listing,

dial tone, signaling, and access to 911, and, in association with the provision by BellSouth of the local circuit switching UNE, operator services, directory assistance and call related databases (via signaling). Switch routing tables are included as a function of the switch.

- 4.2.2 [Open to CLECs] Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for <<customer_short_name>> for a particular End User when <<customer_short_name>>: (1) serves such End User with four (4) or more voice grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one (1) of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston-Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves such End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that <<customer_short_name>> is serving any End User as described in (2) above as of the Effective Date of this Agreement, such End User's arrangements may not remain in place any longer than April 1, 2004, or the Effective Date, if such date is later than April 1, 2004, after which time such arrangement must be terminated by <<customer_short_name>> or BellSouth shall convert such arrangement to tariff pricing or pricing pursuant to a separately negotiated contract.
- 4.2.3 [Open to CLECs] Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint DS1-UNE-P transition plan as required by paragraph 531 of the FCC's Triennial Review Order.
- 4.2.4 [Open to CLECs] Local Switching that is not required to be provided as a UNE but is required pursuant to Section 271 of the Act will be provided pursuant to a separate agreement or tariff, unless the FCC or Commission finds such provisions are properly included in a Section 251 interconnection agreement in which case the Parties shall negotiate an amendment to this Agreement.
- 4.2.5 [Open to CLECs] Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.6 [Open to CLECs] Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_short_name>>'s End User local calling and the ability to presubscribe to a primary carrier for intra-ATA toll service and/or to presubscribe to a primary carrier for inter-ATA toll service.

- 4.2.7 **[Open to CLECs]** Provided that <<customer_short_name>> purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth Local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a <<customer_short_name>> local End User, or originated by a BellSouth local End User and terminated to a <<customer_short_name>> local End User, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). Except as set forth in the BellSouth UNE call flows applicable to UNE-P, for such calls, BellSouth will charge <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local call flows applicable to UNE-P as found in BellSouth's 2-Wire Voice Grade UNE Loop/Port Switched Combination Or The Unbundled Network Element Platform (UNE-P) For (Business, Residential and Line Side PBX Service) Including On/Off Premise Extensions guide located on BellSouth's website at <http://interconnection.bellsouth.com/guides/unedoes/2wireVGrdULPSComb.pdf>.
- 4.2.8 **[Open to CLECs]** Where <<customer_short_name>> purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a <<customer_short_name>> End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs (GSST). Except as set forth in the BellSouth UNE call flows applicable to UNE-P, for such local calls, BellSouth will charge <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for Local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local call flows applicable to UNE-P as found in BellSouth's 2-Wire Voice Grade UNE Loop/Port Switched Combination Or The Unbundled Network Element Platform (UNE-P) For (Business, Residential and Line Side PBX Service) Including On/Off Premise Extensions guide located on BellSouth's website at <http://interconnection.bellsouth.com/guides/unedoes/2wireVGrdULPSComb.pdf>.
- 4.2.9 **[Open to CLECs]** For any calls utilizing Unbundled Local Switching, that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

- 4.2.10 ~~[Open to CLECs]~~ Unbundled Port Features
- 4.2.10.1 ~~[Open to CLECs]~~ Charges for Unbundled Port are as set forth in Exhibit A of this Attachment, and as specified in such exhibit, consistent with Commission rules and orders, may or may not include individual features.
- 4.2.10.2 ~~[Open to CLECs]~~ Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.2.10.3 ~~[Open to CLECs]~~ Any features of Local Switching that are not currently available but are technically feasible through the switch can be requested through the BFR process as set forth in Attachment 11.
- 4.2.10.4 ~~[Open to CLECs]~~ BellSouth will provide to <<customer_short_name>> selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by <<customer_short_name>> will be made pursuant to the BFR Process as set forth in Attachment 11.
- 4.2.11 ~~[Open to CLECs]~~ Remote Call Forwarding
- 4.2.11.1 ~~[Open to CLECs]~~ As an option, BellSouth shall make available to <<customer_short_name>> an unbundled port with Remote Call Forwarding capability (URCF service). URCF service combines the functionality of unbundled local switching, tandem switching and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, <<customer_short_name>> will ensure that the following conditions are satisfied:
- 4.2.11.1.1 ~~[Open to CLECs]~~ That the End User of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such End User is different from the URCF service End User);
- 4.2.11.1.2 ~~[Open to CLECs]~~ That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service;
- 4.2.11.1.3 ~~[Open to CLECs]~~ That the URCF service will not be utilized to forward calls to another URCF or similar service; and

- 4.2.11.1 4 ~~[Open to CLECs]~~ That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number)-
- 4.2.11.2 ~~[Open to CLECs]~~ In addition to the charge for the URCF service port, BellSouth shall charge <<customer_short_name>> the rates set forth in Exhibit A of this Attachment for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service)-
- 4.2.12 ~~[Open to CLECs]~~ Provision of Local Switching
- 4.2.12.1 ~~[Open to CLECs]~~ BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule-
- 4.2.12.2 ~~[Open to CLECs]~~ BellSouth shall control congestion points such as those caused by radio station call ins and network routing abnormalities. When necessary, all traffic shall be restricted in a non-discriminatory manner-
- 4.2.12.3 ~~[Open to CLECs]~~ BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references-
- 4.2.12.4 ~~[Open to CLECs]~~ BellSouth shall provide interfaces to adjuncts through Telecordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to <<customer_short_name>> all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering-
- 4.2.12.5 ~~[Open to CLECs]~~ BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_short_name>>-
- 4.2.13 ~~[Open to CLECs]~~ Local Switching Interfaces-
- 4.2.13.1 ~~[Open to CLECs]~~ <<customer_short_name>> shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A of this Attachment. BellSouth shall provide the following local switching interfaces-

- 4.2.13.1.1 ~~[Open to CLECs]~~ Standard Tip/Ring interface including loopstart or groundstart, on hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 4.2.13.1.2 ~~[Open to CLECs]~~ Coin phone signaling;
- 4.2.13.1.3 ~~[Open to CLECs]~~ Basic Rate Interface ISDN adhering to appropriate Telecordia Technical Requirements;
- 4.2.13.1.4 ~~[Open to CLECs]~~ Two-wire analog interface to PBX;
- 4.2.13.1.5 ~~[Open to CLECs]~~ Four-wire analog interface to PBX;
- 4.2.13.1.6 ~~[Open to CLECs]~~ Four-wire DS1 interface to PBX or customer provided equipment (e.g., computers and voice response systems);
- 4.2.13.1.7 ~~[Open to CLECs]~~ Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telecordia Technical Requirements;
- 4.2.13.1.8 ~~[Open to CLECs]~~ Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24);
- 4.2.13.1.9 ~~[Open to CLECs]~~ DID signaling; and
- 4.2.13.1.10 ~~[Open to CLECs]~~ Loops adhering to Telecordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.2.14 ~~[Open to CLECs]~~ All End Users of <<customer_short_name>> who have service provisioned via 4-Wire ISDN-DS1 Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.
- 4.2.15 ~~[Open to CLECs]~~ <<customer_short_name>> shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.
- 4.2.16 ~~[Open to CLECs]~~ <<customer_short_name>> shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.
- 4.2.17 ~~[Open to CLECs]~~ <<customer_short_name>> will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the CLEC's End Users.
- 4.3 ~~[Open to CLECs]~~ Tandem Switching

- 4.3.1 ~~[Open to CLECs]~~ The Tandem Switching capability Network Element is defined as: (i) trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks, and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.
- 4.3.1.1 ~~[Open to CLECs]~~ Where <<customer_short_name>> utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE call flows applicable to UNE-P set forth on BellSouth's website at <http://interconnection.bellsouth.com/guides/unedoes/2wireVGrdULPSComb.pdf> illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- 4.3.2 ~~[Open to CLECs]~~ Technical Requirements
- 4.3.2.1 ~~[Open to CLECs]~~ Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telecordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:
- 4.3.2.1.1 ~~[Open to CLECs]~~ Tandem Switching shall provide signaling to establish a tandem connection with no loss of feature functionality.
- 4.3.2.1.2 ~~[Open to CLECs]~~ Based on the line class codes established by <<customer_short_name>> at the BellSouth end office, Tandem Switching will provide screening and routing as designated by <<customer_short_name>>.
- 4.3.2.1.3 ~~[Open to CLECs]~~ Where applicable, Tandem Switching shall provide AIN triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability.

- 4.3.2.1.4 ~~[Open to CLECs]~~ Where applicable, Tandem Switching shall provide access to Toll Free number database;
- 4 3 2.1.5 ~~[Open to CLECs]~~ Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911/E911 solutions are deployed and the tandem is used for 911/E911, and
- 4.3.2.1.6 ~~[Open to CLECs]~~ Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers. Tandem switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 4.3.2.2 ~~[Open to CLECs]~~ Upon reasonable request from <<customer_short_name>> BellSouth will perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to <<customer_short_name>> as soon as reasonably practicable.
- 4.3.2.3 ~~[Open to CLECs]~~ BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4 3 2.4 ~~[Open to CLECs]~~ Tandem Switching shall process originating toll free traffic received from <<customer_short_name>>'s local switch.
- 4.3.2 5 ~~[Open to CLECs]~~ In support of AIN triggers and features, Tandem Switching shall provide Service Switching Point (SSP) capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.
- 4 3.3 ~~[Open to CLECs]~~ BellSouth's Tandem Switching shall preserve CLASS/LASS features and Caller ID, when that information is provided to BellSouth, as traffic is processed.
- 4.4 ~~[Open to CLECs]~~ AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers
- 4 4 1 ~~[Open to CLECs]~~ Where BellSouth provides local switching to <<customer_short_name>>, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of <<customer_short_name>>. AIN SCR will provide <<customer_short_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 ~~[Open to CLECs]~~ <<customer_short_name>> shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per central office basis for each office where AIN SCR will be utilized.

- 4.4.3 **[Open to CLECs]** AIN SCR is not available in DMS 10 switches.
- 4.4.4 **[Open to CLECs]** Where AIN SCR is utilized by <<customer_short_name>>, the routing of <<customer_short_name>>'s End User calls shall be pursuant to information provided by <<customer_short_name>> and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an "as needed" basis. The same LCCs will be assigned in each central office where AIN SCR is established.
- 4.4.5 **[Open to CLECs]** <<customer_short_name>> shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each <<customer_short_name>> End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. <<customer_short_name>> shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.
- 4.4.6 **[Open to CLECs]** This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request Form A, Central Office AIN SCR SCR Order Request Form B, AIN SCR Central Office Identification Form Form C, AIN SCR Routing Options Selection Form Form D, and Routing Combinations Table Form E. BellSouth has thirty (30) calendar days to respond to <<customer_short_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_short_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when one hundred (100) percent of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 **[Open to CLECs]** The nonrecurring End Office Establishment Charge will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 **[Open to CLECs]** End User Establishment Orders will not be turned up until the second payment is received for the Regional Service Order. The nonrecurring End User Establishment Charges will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 **[Open to CLECs]** Additionally, the AIN SCR Per Query Charge will be billed to <<customer_short_name>> following the normal billing cycle for per query charges.

- 4.4 10 ~~[Open to CLECs]~~ All other network components needed, for example, unbundled switching, unbundled local transport, etc., will be billed per contracted rates.
- 4 5 ~~[Open to CLECs]~~ Selective Call Routing Using Line Class Codes (SCR-LCC)
- 4.5.1 ~~[Open to CLECs]~~ Where <<customer_short_name>> purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s End User calls to that provider through Selective Call Routing.
- 4.5.2 ~~[Open to CLECs]~~ Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer_short_name>> to have its Operator Call Processing/Directory Assistance (OCP/DA) calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.
- 4 5 3 ~~[Open to CLECs]~~ Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 4 5.4 ~~[Open to CLECs]~~ Where available, <<customer_short_name>> specific and unique LCCs are programmed in each BellSouth end office switch where <<customer_short_name>> intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify <<customer_short_name>>'s End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <<customer_short_name>> intends to provide <<customer_short_name>>-branded OCP/DA to its End Users in these multiple rate areas.
- 4.5 5 ~~[Open to CLECs]~~ SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks shall be in accordance with Section (4.8.1.1 for KMC/4.9.1.1 for NewSouth and NuVox/4.11.1.1 for Xspedius) of Attachment 3.
- 4.5 6 ~~[Open to CLECs]~~ Unbranding—Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth TOPS.

- 4.5.7 ~~[Open to CLECs]~~ The rates for SCR LCC are as set forth in Exhibit A of this Attachment. There is a nonrecurring charge for the establishment of each LCC in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self Branded OCP/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

5 Unbundled Network Element Combinations

- 5.1 BellSouth shall provide unbundled network element combinations in accordance with 47 CFR 51.315
- 5.1.1 ~~[Open to CLECs]~~ For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not already combined by BellSouth in the location requested by <<customer_short_name>> but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not elements that BellSouth combines for its use in its network. Notwithstanding any other provision set forth in Section 4, combinations of any element with a port shall be as set forth in Exhibit B.
- 5.1.2 ~~[Open to CLECs]~~ Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such ~~combination~~ Combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.
- 5.2 Enhanced Extended Links (EELs)
- 5.2.1 EELs are combinations of unbundled ~~Loops~~ loops and unbundled ~~Dedicated~~ dedicated ~~Transport~~ transport, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide <<customer_short_name>> with EELs where the underlying UNE or UNEs are available and in all instances where the requesting carrier meets the FCC's eligibility requirements, if applicable.
- 5.2.2 EELs include, but are not limited to the following combinations.
- 5.2.2.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

- 5.2.2.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.2.2.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.2.2.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.2.2.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.2.2.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.2.2.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.2.2.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.2.2.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.2.2.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.2.2.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.2.2.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.2.2.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.2.2.15 ~~[Open to CLECs] Commingled loop and transport facilities at the DS1 and/or DS3 level~~
- 5.2.3 ~~[Open to CLECs] High capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in FCC 47 C.F.R. 51.318(b). High capacity EELs must comply with the service eligibility requirements set forth in Section 5.2.5 below.~~
- 5.2.4 ~~[Open to CLECs] By placing an order for a high capacity EEL, <<customer_short_name>> thereby certifies that the high capacity EEL service eligibility criteria set forth herein are met for access to a converted high capacity EEL, a new high capacity EEL, or part of a high capacity commingled EEL as a UNE. BellSouth may not deny, except as set forth in Section 5.2.6 below, <<customer_short_name>>'s request for a high capacity EEL based upon eligibility criteria, but shall have the right to clarify the order back to <<customer_short_name>> rather than processing the order should the BellSouth representative identify that <<customer_short_name>> does not have a collocation arrangement that meets the requirements of 47 C.F.R. 51.318(c).~~
- 5.2.5 Service Eligibility Criteria
- 5.2.5.1 ~~[Open to CLECs] Loops and dedicated transport at the DS1, DS3 or STS-1 level, provided pursuant to Exhibit B, may be combined in accordance with the terms~~

and conditions set forth herein at the rates set forth in Exhibit C ("High Capacity EELS").

5.2.5.1 By placing an order for a high-capacity EEL, <<customer_short_name>> certifies that all of the following service eligibility criteria are met for each high-capacity EEL

5.2.5.1.1 <<customer_short_name>> has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area;

5.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

5.2.5.2.1 [Parties Disagree]

[<<customer_short_name>> Version] 1) Each circuit to be provided to each **customer** will be assigned a local number prior to the provision of service over that circuit,

[BellSouth Version] 1) Each circuit to be provided to each **End User** will be assigned a local number prior to the provision of service over that circuit;

5.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

5.2.5.2.3 [Parties Disagree]

[<<customer_short_name>> Version] 3) Each circuit to be provided to each **customer** will have 911 or E911 capability prior to provision of service over that circuit;

[BellSouth Version] 3) Each circuit to be provided to each **End User** will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.2.4 [Parties Disagree]

[<<customer_short_name>> Version] 4) Each circuit to be provided to each **customer** will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. 51.318(c);

[BellSouth Version] 4) Each circuit to be provided to each **End User** will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. 51.318(c),

5.2.5.2.5

[Parties Disagree]

[<<customer_short_name>> Version] 5) Each circuit to be provided to each **customer** will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

[BellSouth Version] 5) Each circuit to be provided to each **End User** will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk,

5.2.5.2.6

6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk within the LATA over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.7

[Parties Disagree]

[<<customer_short_name>> Version] 7) Each circuit to be provided to each **customer** will be served by a switch capable of switching local voice traffic.

[BellSouth Version] 7) Each circuit to be provided to each **End User** will be served by a switch capable of switching local voice traffic.

5.2.6

BellSouth may, on an annual basis, and only based upon cause, conduct an audit of <<customer_short_name>>'s records in order to verify compliance with the high capacity EEL eligibility criteria

[Parties Disagree]

[<<customer_short_name>> Version] To invoke its limited right to audit, BellSouth will send a Notice of Audit to <<customer_short_name>>, **identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance.** Such Notice of Audit will be delivered to <<customer_short_name>> **with all supporting documentation** no less than thirty (30) calendar days prior to the date upon which **BellSouth seeks to commence an audit.**

[BellSouth Version] To invoke its limited right to audit, BellSouth will send a Notice of Audit to <<customer_short_name>>. Such Notice of Audit will be

delivered to <<customer_short_name>> no less than thirty (30) calendar days prior to the date upon which **the audit will commence.**

5.2.6.2.5.2.6.1 **[Parties Disagree]**

[<<customer_short_name>> Version] The audit shall be conducted by a third party independent auditor **mutually agreed-upon by the Parties** and retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations) **no sooner than thirty (30) calendar days after the parties have reached agreement on the auditor.**

[BellSouth Version] The audit shall be conducted by a third party independent auditor retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations).

- 5.2.6.1.1 The audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an “examination engagement” and issue an opinion regarding <<customer_short_name>>’s compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor’s report will conclude whether or the extent to which <<customer_short_name>> complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment
- 5.2.6.1.2 To the extent the independent auditor’s report concludes that <<customer_short_name>> failed to comply with the high capacity EEL service eligibility criteria, <<customer_short_name>> must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis
- 5.2.6.2.3 To the extent the independent auditor’s report concludes that <<customer_short_name>> failed to comply in all material respects with the service eligibility criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. Similarly, to the extent the independent auditor’s report concludes that <<customer_short_name>> did comply in all material respects with the service eligibility criteria, BellSouth will reimburse <<customer_short_name>> for its reasonable and demonstrable costs associated with the audit, including, among other things, staff time. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs
- 5.2.6.2.4 <<customer_short_name>> will maintain appropriate documentation to support its certifications

- 5.3 ~~[Open to CLECs]~~ UNE Port/Loop Combinations
- 5.3.1 ~~[Open to CLECs]~~ Combinations of port and loop unbundled Network Elements along with switching and transport unbundled Network Elements provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching Section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.3.2 ~~[Open to CLECs]~~ BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as set forth in Section 4.2.2 above.
- 5.3.3 ~~[Open to CLECs]~~ UNE Port/Loop combinations include but are not limited to the following:
- 5.3.3.1 ~~[Open to CLECs]~~ 2-wire voice grade Loop with 2-wire port.
- 5.3.3.2 ~~[Open to CLECs]~~ 2-wire voice grade Loop with 2-wire analog line Coin port.
- 5.3.3.3 ~~[Open to CLECs]~~ 2-wire voice grade Loop—business only—with 2-wire DID port.
- 5.3.3.4 ~~[Open to CLECs]~~ 2-wire CENTREX port, voice grade Loop with 2-wire voice grade port (CENTREX).
- 5.3.3.5 ~~[Open to CLECs]~~ 2-wire voice grade Loop with 2-wire ISDN digital line side port.
- 5.3.3.6 ~~[Open to CLECs]~~ 2-wire voice Loop with 2-wire voice grade interoffice transport with 2-wire line port.
- 5.3.3.7 ~~[Open to CLECs]~~ 4-wire DS1 Loop with 4-wire ISDN DS1 digital trunk port.
- 5.3.3.8 ~~[Open to CLECs]~~ 4-wire DS1 Loop with 4-wire DDITS trunk port.
- 5.3.3.9 ~~[Open to CLECs]~~ 4-wire DS1 Loop with channelization with port.
- 5.3.4 ~~[Open to CLECs]~~ BellSouth shall make 911 updates in the BellSouth 911 database for <<customer_short_name>>'s UNE port/Loop combinations. BellSouth will not bill <<customer_short_name>> for 911 surcharges. <<customer_short_name>> is responsible for paying all 911 surcharges to the applicable governmental agency.
- 5.4 Rates

- 5.4.1 [Open to CLECs] The rates for the Currently Combined Network Elements specifically set forth in Exhibit A and/or Exhibit C of this Attachment shall be the rates associated with such ~~combinations~~ Combinations. Where a Currently Combined ~~combination~~ Combination is not specifically set forth in Exhibit A or Exhibit C of this Attachment, the rate for such Currently Combined ~~combination~~ Combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A and/or Exhibit C of this Attachment.
- 5.4.2 [Open to CLECs] The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A and/or Exhibit C of this Attachment shall be the non-recurring and recurring charges for those ~~combinations~~ Combinations. Where an Ordinarily Combined ~~combination~~ Combination is not specifically set forth in Exhibit A or Exhibit C of this Attachment, the rate for such Ordinarily Combined ~~combination~~ Combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit C of this Attachment.
- 5.4.3 [Open to CLECs] BellSouth shall provide other Currently Combined, and Ordinarily Combined and Not Typically Combined UNE Combinations to <<customer_short_name>> in addition to those specifically referenced in this Section 5 above, where available.
- 5.4.3.1 [Open to CLECs] To the extent <<customer_short_name>> requests a ~~combination~~ Combination for which BellSouth does not have rates and methods and procedures in place to provide such ~~combination~~ Combination, rates and/or methods and procedures for such ~~combination~~ Combination will be developed pursuant to the BFR process.
- 6 [Open to CLECs] **~~Transport, Channelization and Dark Fiber~~**
- 6.1 [Open to CLECs] **Transport**
- 6.1.16.1 [Open to CLECs] BellSouth shall offer unbundled access to ~~Dedicated~~ Transport in accordance with FCC Rules 47 CFR 51.311 and 51.319(e) and Section 251(c) (3) of the Act. ~~Dedicated~~ Transport is defined as BellSouth's interoffice transmission facilities, ~~dedicated to a particular customer or carrier that~~ <<customer_short_name>> uses for transmission between wire centers or switches owned by BellSouth and within the same LATA. To the extent that BellSouth has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the BellSouth wire center shall constitute Dedicated Transport Access to High Capacity Transport pursuant to Exhibit B shall be limited to High Capacity Transport that meets the definition of transport set forth in this Section 6.1, regardless of the definition of transport set forth in Exhibit B

- 6.1.1 ~~[Open to CLECs]~~ BellSouth shall provide access to DS0 transport that is dedicated to <<customer_short_name>>'s use ("Dedicated Transport") pursuant to the following provisions
- 6.1.1.1 ~~[Open to CLECs]~~ Dark Fiber Transport is unactivated optical Dedicated Transport as defined in Section 6.1.1 above
- 6.1.1.2 ~~[Open to CLECs]~~ Common (Shared) Transport is as defined in 47 C.F.R. 51.319(d)(4)(i)(C). Where BellSouth UNEs are connected by intraoffice wiring, such wiring is provided as part of the UNE and is not Common (Shared) Transport.
- 6.1.1.3 ~~[Open to CLECs]~~ BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to <<customer_short_name>>
- 6.1.2 BellSouth shall.
- 6.1.2.1 ~~[Open to CLECs]~~ Provide <<customer_short_name>> exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier.
- 6.1.2.1 Provide all technically feasible features, functions, and capabilities of the transport facility,
- 6.1.2.2 Permit, to the extent technically feasible, <<customer_short_name>> to connect such interoffice facilities to equipment designated by <<customer_short_name>>, including but not limited to, <<customer_short_name>>'s collocated facilities; and
- 6.1.2.3 Permit, to the extent technically feasible and on a nondiscriminatory basis, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems
- 6.1.3 ~~[Open to CLECs]~~ Technical Requirements of Common (Shared) Transport
- 6.1.3.1 ~~[Open to CLECs]~~ Common (Shared) Transport provided on DS1, DS3, and STS-1 circuits shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office (CO to CO) connections in the applicable industry standards.
- 6.1.3.2 ~~[Open to CLECs]~~ BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.3.3 ~~[Open to CLECs]~~ At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 Dedicated Transport

6.2.1 ~~[Open to CLECs]~~ BellSouth shall offer Dedicated Transport in each of the following ways:

6.2.1.1 ~~[Open to CLECs]~~ As capacity on a shared facility.

6.2.1.2 ~~[Open to CLECs]~~ As a circuit (e.g., DS0, DS1, DS3) dedicated to <<customer_short_name>>

6.2.2 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

6.2.3 ~~[Open to CLECs]~~ <<customer_short_name>> may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A of this Attachment for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.

6.2.4 Any request to re-terminate one (1) end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A of this Attachment shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 Technical Requirements

6.2.5.1 ~~[Open to CLECs]~~ The entire designated transmission service (e.g., DS0, DS1, DS3 or voice grade) shall be dedicated to <<customer_short_name>> designated traffic.

6.2.5.2 ~~[Open to CLECs]~~ For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

6.2.5.3 ~~[Open to CLECs]~~ BellSouth shall offer DS0 Equivalent interface transmission rates for DS0 or voice grade the following interface transmission rates for Dedicated Transport.

6.2.5.3.1 ~~[Open to CLECs]~~ DS0 Equivalent,

- 6.2.5.3.2 ~~[Open to CLECs] DS1,~~
- 6.2.5.3.3 ~~[Open to CLECs] DS3; and~~
- 6.2.5.3.4 ~~[Open to CLECs] SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G-707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G-704.~~
- 6.2.5.4 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.
- 6.2.5.5 ~~[Open to CLECs] At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references—BellSouth Technical References: TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986~~
- 6.2.5.6 ~~[Open to CLECs] BellSouth Technical References—~~
- 6.2.5.6.1 ~~[Open to CLECs] TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986~~
- 6.2.5.6.2 ~~[Open to CLECs] TR-73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995~~
- 6.2.5.6.3 ~~[Open to CLECs] TR-73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.~~
- 6.3 ~~[Open to CLECs] Unbundled Channelization (Multiplexing)~~
- 6.3.1 ~~[Open to CLECs] Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCI's). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4. Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low-speed side to be connected to collocation.~~

- 6.3.2 ~~[Open to CLECs]~~ BellSouth shall make available the following channelization systems and interfaces:
- 6.3.2.1 ~~[Open to CLECs]~~ DS1 Channelization System channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.
- 6.3.2.2 ~~[Open to CLECs]~~ DS3 Channelization System channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.3.2.3 ~~[Open to CLECs]~~ STS-1 Channelization System channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.3.2.4 ~~[Open to CLECs]~~ AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.
- 6.3.3 ~~[Open to CLECs]~~ Technical Requirements
- 6.3.3.1 ~~[Open to CLECs]~~ In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub-rate digital access.
- 6.3.3.2 ~~[Open to CLECs]~~ TR-73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995
- 6.4 ~~[Open to CLECs]~~ Dark Fiber Transport
- 6.4.1 ~~[Open to CLECs]~~ BellSouth shall provide access to Dark Fiber Transport for test access and testing at termination points (demarcation points) within the relevant Serving Wire Centers. For maintenance troubles after acceptance of the Dark Fiber Transport, <<customer_short_name>> should use the normal trouble reporting process and BellSouth will isolate and correct the problem.
- 6.4.1 ~~[Open to CLECs]~~ BellSouth shall make Dark Fiber Transport available in accordance with FCC Rule 51.319 (e)(3). Dark Fiber Transport consists of unactivated optical interoffice transmission facilities existing in aerial or underground structures. After <<customer_short_name>> requests Dark Fiber Transport, BellSouth shall provide <<customer_short_name>> with the DB loss report for such Dark Fiber Transport that will reflect the engineered to DB loss.
- 6.4.2 ~~[Open to CLECs]~~ <<customer_short_name>> may test Dark Fiber Transport obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow <<customer_short_name>> to test

Dark Fiber Transport. For maintenance troubles after acceptance of the Dark Fiber Transport, <<customer_short_name>> should use the normal trouble reporting process and BellSouth will isolate and correct the problem to the same engineered to DB loss levels that were met when BellSouth originally provisioned the Dark Fiber Transport to <<customer_short_name>> or BellSouth shall provide <<customer_short_name>> access to other existing, spare strands of Dark Fiber Transport that meet such engineered to DB loss levels.

6.4.3 [Open to CLECs] Requirements

6.4.3.1 [Open to CLECs] BellSouth shall make available in a reasonable and nondiscriminatory manner Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 [Open to CLECs] <<customer_short_name>> may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.3 [Open to CLECs] BellSouth shall use its best efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from <<customer_short_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.4 [Open to CLECs] If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to <<customer_short_name>> within twenty (20) business days after <<customer_short_name>> submits a valid, error-free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable <<customer_short_name>> to connect <<customer_short_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

6.4.3.5 [Open to CLECs] If requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at <<customer_short_name>>'s request subject to time and materials charges.

6.4.4 [Open to CLECs] If deployed in BellSouth's network, on a case-by-case basis, BellSouth may provide wave division multiplexer ("WDM") applications at rates to be negotiated by the Parties. For WDM applications, BellSouth shall provide to <<customer_short_name>> an interface to an existing WDM device or allow <<customer_short_name>> to install its own WDM device (where sufficient

system loss margins exist or where <<customer_short_name>> provides the necessary loss compensation) to multiplex the traffic at wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

7 **[Open to CLECs] Service Control Points (SCPs)/Call Related Databases**

7.1 911 and E911 databases. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR 319(f)

7.2 **[Open to CLECs]** Call Related Databases are the databases other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to <<customer_short_name>>. SS7 Network Interconnection and Signaling Link Transport shall be provided at the TELRIC compliant, Commission approved rates set forth in Exhibit A of Attachment 3, regardless of whether BellSouth is required to provide and is providing unbundled access to local circuit switching to <<customer_short_name>>.

7.3 **[Open to CLECs]** To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 above, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Transfer Points, SS7 AIN Access, Service Control Point Databases, Local Number Portability Databases, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

7.4 **[Open to CLECs] [Parties Disagree]**

[<<customer_short_name>> Version] The Parties agree that they will perform CNAM queries and pass such information on all calls exchanged between the Parties, regardless of whether that would require BellSouth to query a third party database provider.

[BellSouth Version] Nothing in this Agreement will be construed to require BellSouth to query a third party database. Should BellSouth query a third party database then it will be performed subject to a separate agreement. If BellSouth terminates an agreement with a third party database provider,

~~then BellSouth will provide notice pursuant to a carrier notification letter to the CLECs.~~

- 7.5 ~~[Open to CLECs]~~ Service management systems are defined as computer databases or systems not part of the public switched network that interconnect to the service control point and send to the service control point information and call processing instructions needed for a network switch to process and complete a telephone call, and provide a telecommunications carrier with the capability of entering and storing data regarding the processing and completing of a telephone call. Where ~~<<customer_short_name>>~~ purchases unbundled local circuit switching BellSouth, BellSouth shall allow ~~<<customer_short_name>>~~ carrier to use BellSouth's service management systems by providing ~~<<customer_short_name>>~~ with the information necessary to enter correctly, or format for entry, the information relevant for input into the BellSouth's service management system, including access to design, create, test, and deploy advanced intelligent network-based services at the service management system, through a service creation environment, that BellSouth provides to itself.
- 8 ~~[Open to CLECs]~~ **Toll Free Number Database / BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**
- 8.1 ~~[Open to CLECs]~~ The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At ~~<<customer_short_name>>~~'s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ~~<<customer_short_name>>~~.
- 8.2 ~~[Open to CLECs]~~ The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.
- 8.3 ~~[Open to CLECs]~~ BellSouth provides four (4) options of this service, two (2) that provide POTS number delivery and two (2) that provide Toll Free Dialing Number Delivery.
- 9 ~~[Open to CLECs]~~ **Line Information Database**
- 9.1 ~~[Open to CLECs]~~ LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, ~~<<customer_short_name>>~~ must purchase appropriate signaling links pursuant to Section 10 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other

Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

- 9.2 [Open to CLECs] Technical Requirements
- 9.2.1 [Open to CLECs] BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.
- 9.2.2 [Open to CLECs] BellSouth shall process <<customer_short_name>>'s customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to <<customer_short_name>> what additional functions (if any) are performed by LIDB in the BellSouth network.
- 9.2.3 [Open to CLECs] Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 9.2.4 [Open to CLECs] BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 9.2.5 [Open to CLECs] BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 9.2.6 [Open to CLECs] BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 9.2.7 [Open to CLECs] All additions, updates and deletions of <<customer_short_name>> data to the LIDB shall be solely at the direction of <<customer_short_name>>. Such direction from <<customer_short_name>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 9.2.8 [Open to CLECs] BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'s request (e.g.,

to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 9.2.9 ~~[Open to CLECs]~~ BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit <<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from <<customer_short_name>>, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three (3) business days.
- 9.2.10 ~~[Open to CLECs]~~ BellSouth shall perform backup and recovery of all of <<customer_short_name>>'s data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis, and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 9.2.11 ~~[Open to CLECs]~~ BellSouth shall provide <<customer_short_name>> with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between <<customer_short_name>> and BellSouth.
- 9.2.12 ~~[Open to CLECs]~~ BellSouth shall prevent any access to or use of <<customer_short_name>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer_short_name>> in writing.
- 9.2.13 ~~[Open to CLECs]~~ BellSouth shall provide <<customer_short_name>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to <<customer_short_name>> under the BFR/NBR process as set forth in Attachment 11.

- 9.2.14 ~~[Open to CLECs]~~ BellSouth shall accept queries to LIDB associated with <<customer_short_name>> customer records and shall return responses in accordance with industry standards.
- 9.2.15 ~~[Open to CLECs]~~ BellSouth shall provide mean processing time at the LIDB within 0-50 seconds under normal conditions as defined in industry standards.
- 9.2.16 ~~[Open to CLECs]~~ BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 9.3 ~~[Open to CLECs]~~ Interface Requirements
- 9.3.1 ~~[Open to CLECs]~~ BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 9.3.2 ~~[Open to CLECs]~~ The interface to LIDB shall be in accordance with the technical references contained within.
- 9.3.3 ~~[Open to CLECs]~~ ~~[Open to CLECs]~~ The CCS interface to LIDB shall be the standard interface described herein.
- 9.3.4 ~~[Open to CLECs]~~ The LIDB Data Base interpretation of the ANSI TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 9.3.5 ~~[Open to CLECs]~~ The application of the LIDB rates contained in Exhibit A of this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time, attached to Attachment 3 as Exhibit F.
- 10 ~~[Open to CLECs]~~ Signaling
- 10.1 ~~[Open to CLECs]~~ BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Exhibit A of this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.
- 10.2 ~~[Open to CLECs]~~ Signaling Link Transport
- 10.2.1 ~~[Open to CLECs]~~ Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer_short_name>>

designated Signaling Points of Interconnection that provide appropriate physical diversity.

- 10.2.2 ~~[Open to CLECs]~~ Technical Requirements
- 10.2.3 ~~[Open to CLECs]~~ Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:
 - 10.2.3.1 ~~[Open to CLECs]~~ As an "A link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair, and
 - 10.2.3.2 ~~[Open to CLECs]~~ As a "B link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs)
- 10.2.4 ~~[Open to CLECs]~~ Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 10.2.4.1 ~~[Open to CLECs]~~ An A link layer shall consist of two (2) links. There shall be no more than two minutes down time per year for an A link layer.
 - 10.2.4.2 ~~[Open to CLECs]~~ A B link layer shall consist of four (4) links. There shall be negligible (less than 2 seconds) down time per year for a B link layer. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 10.2.4.2.1 ~~[Open to CLECs]~~ No single failure of facilities or equipment causes the failure of both links in an A link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
 - 10.2.4.2.2 ~~[Open to CLECs]~~ No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end)
- 10.2.5 ~~[Open to CLECs]~~ Interface Requirements
 - 10.2.5.1 ~~[Open to CLECs]~~ There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 10.3 ~~[Open to CLECs]~~ Signaling Transfer Points
 - 10.3.1 ~~[Open to CLECs]~~ A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and STPSs.
 - 10.3.2 ~~[Open to CLECs]~~ Technical Requirements

- 10.3.2.1 **[Open to CLECs]** STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
- 10.3.2.2 **[Open to CLECs]** The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 10.3.2.3 **[Open to CLECs]** If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer_short_name>> local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 10.3.2.4 **[Open to CLECs]** STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telecordia ANSI Interconnection Requirements. This includes GTT and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a <<customer_short_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_short_name>> database, then <<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.
- 10.3.2.5 **[Open to CLECs]** STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 10.3.2.6 **[Open to CLECs]** Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point.

In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

- 10.3.2.7 **[Open to CLECs]** <<customer_short_name>> may choose to route SS7 signaling information (e.g., ISUP, TSAP) from <<customer_short_name>>'s signaling network to another LECs or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between <<customer_short_name>> and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switching, provided that, where BellSouth does not have such a trunk, <<customer_short_name>> furnishes BellSouth with:
- 10.3.2.7.1 **[Open to CLECs]** the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;
- 10.3.2.7.2 **[Open to CLECs]** the identify of the STPs in BellSouth's network in which each DPC will be translated, and
- 10.3.2.7.3 **[Open to CLECs]** the identity of the STPs in the other signaling network to which such transit signaling will be sent.
- 10.4 **[Open to CLECs]** SS7 Advanced Intelligent Network (AIN) Access
- 10.4.1 **[Open to CLECs]** When technically feasible and upon request by <<customer_short_name>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer_short_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_short_name>> SCP.
- 10.4.2 **[Open to CLECs]** SS7 AIN Access shall provide <<customer_short_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_short_name>> SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the <<customer_short_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 10.4.3 **[Open to CLECs]** Interface Requirements

- 10.4.3 1 [Open to CLECs] BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>> designated local switching systems to the BellSouth SS7 network-
- 10.4.3.1 1 [Open to CLECs] An A-link interface from <<customer_short_name>> local switching systems, and,
- 10.4.3.1.2 [Open to CLECs] A B-link interface from <<customer_short_name>> local STPs.
- 10.4.3 2 [Open to CLECs] Each type of interface shall be provided by one or more layers of signaling links.
- 10.4.3.3 [Open to CLECs] The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface-
- 10.4.3 4 [Open to CLECs] BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 10.4.3.5 [Open to CLECs] STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references-
- 10.4.4 [Open to CLECs] Message Screening
- 10.4.4 1 [Open to CLECs] BellSouth shall set message screening parameters so as to accept valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship-
- 10.4.4 2 [Open to CLECs] BellSouth shall set message screening parameters so as to pass valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship-
- 10.4.4 3 [Open to CLECs] BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_short_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_short_name>> SCP has a valid signaling relationship-
- 10.5 [Open to CLECs] Service Control Points (SCP)/Databases

- 10.5.1 ~~[Open to CLECs]~~ Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 10.5.2 ~~[Open to CLECs]~~ A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 10.5.3 ~~[Open to CLECs]~~ Technical Requirements for SCPs/Databases
- 10.5.3.1 ~~[Open to CLECs]~~ BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 10.5.3.2 ~~[Open to CLECs]~~ BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 10.5.3.3 ~~[Open to CLECs]~~ The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 10.6 ~~[Open to CLECs]~~ Database Availability
- 10.6.1 ~~[Open to CLECs]~~ Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 10.6.2 ~~[Open to CLECs]~~ The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for NewSouth customer records stored in BellSouth databases within three (3) business days, or sooner where BellSouth provisions its own customer records within a shorter interval.
- 10.7 ~~[Open to CLECs]~~ Local Number Portability Database
- 10.7.1 ~~[Open to CLECs]~~ The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

- 10.8 [Open to CLECs] SS7 Network Interconnection
- 10.8.1 [Open to CLECs] SS7 Network Interconnection is the interconnection of <<customer_short_name>> local signaling transfer point switches or <<customer_short_name>> local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, <<customer_short_name>> local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 10.8.2 [Open to CLECs] The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and <<customer_short_name>> or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 10.8.3 [Open to CLECs] If traffic is routed based on dialed or translated digits between a <<customer_short_name>> local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_short_name>> local signaling transfer point switches and BellSouth or other third-party local switch.
- 10.8.4 [Open to CLECs] SS7 Network Interconnection shall provide:
- 10.7.4.1 [Open to CLECs] Signaling Data Link functions, as specified in ANSI T1-111.2,
- 10.7.4.2 [Open to CLECs] Signaling Link functions, as specified in ANSI T1-111.3, and
- 10.7.4.3 [Open to CLECs] Signaling Network Management functions, as specified in ANSI T1-111.4.
- 10.7.5 [Open to CLECs] SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1-112. This includes GTT and SCCP Management procedures as specified in ANSI T1-112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_short_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> local STPs and shall not include SCCP Subsystem Management of the destination.

- 10.7.6 ~~[Open to CLECs]~~ SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 10.7.7 ~~[Open to CLECs]~~ SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 10.7.8 ~~[Open to CLECs]~~ If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 10.7.9 ~~[Open to CLECs]~~ Interface Requirements
- 10.7.9.1 ~~[Open to CLECs]~~ The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> or <<customer_short_name>> designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network.
- 10.7.9.1.1 ~~[Open to CLECs]~~ A link interface from <<customer_short_name>> local or tandem switching systems, and
- 10.7.9.1.2 ~~[Open to CLECs]~~ B link interface from <<customer_short_name>> STPs
- 10.7.9.2 ~~[Open to CLECs]~~ The Signaling Point of Interconnection for each link shall be located at a cross connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 10.7.9.3 ~~[Open to CLECs]~~ BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B links in a layer connecting to a BellSouth STP.
- 10.7.9.4 ~~[Open to CLECs]~~ The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 10.7.9.5 ~~[Open to CLECs]~~ BellSouth shall set message screening parameters to accept messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the <<customer_short_name>> switching system has a valid signaling relationship.
- 10.7.9.6 ~~[Open to CLECs]~~ SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

11 Automatic Location Identification / Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. <<customer_short_name>> will be required to provide BellSouth daily updates to the E911 database. <<customer_short_name>> shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to <<customer_short_name>>'s End Users.

11.2 Technical Requirements

11.2.1 BellSouth shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to <<customer_short_name>> after <<customer_short_name>> provides End User information for input into the ALI/DMS database.

11.2.2 <<customer_short_name>> shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 ~~[Open to CLECs] Calling Name Database Service~~

12.1 ~~[Open to CLECs] CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides <<customer_short_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.~~

12.2 ~~[Open to CLECs] <<customer_short_name>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to <<customer_short_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_short_name>>'s Local Contract Manager.~~

12.3 ~~[Open to CLECs] BellSouth's provision of CNAM Database Services to <<customer_short_name>> requires interconnection from <<customer_short_name>> to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.~~

12.4 ~~[Open to CLECs] In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, <<customer_short_name>> shall provide its own CNAM SSP. <<customer_short_name>>'s CNAM SSPs must be compliant with TR NWT-001188, "CLASS Calling Name Delivery Generic Requirements".~~

- 12.5 ~~[Open to CLECs]~~ If <<customer_short_name>> elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telecordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that <<customer_short_name>> desires to query.
- 12.6 ~~[Open to CLECs]~~ If <<customer_short_name>> queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telecordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by BellSouth and the third party or by mutual agreement of the Parties.
- 12.7 ~~[Open to CLECs]~~ The mechanism to be used by <<customer_short_name>> for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by <<customer_short_name>> in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of <<customer_short_name>> to provide accurate information to BellSouth on a current basis.
- 12.8 ~~[Open to CLECs]~~ Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 ~~[Open to CLECs]~~ <<customer_short_name>> CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
- 13 ~~[Open to CLECs]~~ **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access (AIN Tool Kit)**
- 13.1 ~~[Open to CLECs]~~ BellSouth's AIN Tool Kit shall provide <<customer_short_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 ~~[Open to CLECs]~~ BellSouth's AIN Tool Kit shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_short_name>>. Training,

documentation, and technical support will address use of SCL and SMS access and administrative functions but will not include support for the creation of a specific service application. Scheduling procedures shall provide <<customer_short_name>> with access at parity to these resources.

- 13.3 **[Open to CLECs]** BellSouth SCP shall partition and protect <<customer_short_name>> service logic and data from unauthorized access.
- 13.4 **[Open to CLECs]** When <<customer_short_name>> selects AIN Tool Kit, BellSouth shall provide training, documentation, and technical support to enable <<customer_short_name>> to use BellSouth's AIN Tool Kit to create and administer applications.
- 13.5 **[Open to CLECs]** <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 **[Open to CLECs]** BellSouth shall allow <<customer_short_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.
- 14 **[Open to CLECs] Operational Support Systems (OSS)**
- 14.1 **[Open to CLECs]** BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide <<customer_short_name>> with nondiscriminatory access to the same detailed information about the loop that is available to BellSouth.
- 14.2 **[Open to CLECs]** Denial/Restoral OSS Charge
- 14.2.1 **[Open to CLECs]** In the event <<customer_short_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 14.3 **[Open to CLECs]** Cancellation OSS Charge
- 14.3.1 **[Open to CLECs]** <<customer_short_name>> will incur an OSS charge for an accepted LSR that is later canceled.
- 14.4 **[Open to CLECs]** Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 14.5 **[Open to CLECs]** Network Elements and Other Services Manual Additive

- 14.6 ~~[Open to CLECs]~~ The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A of this Attachment.

ATTACHMENT 2

2 Unbundled Loops

- 2.2.1 ~~[Open to CLECs]~~ The For this Exhibit B, the loop is the physical medium or functional path (i.e., DS1, DS3 or STS-1) on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID

7 Local Switching

~~[Open to CLECs]~~ BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Attachment 2 Section 7.1.2.1.5 to NuVox for the provision of a telecommunications service. ~~BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to NuVox for the provision of a telecommunications service only in the limited circumstance described below in Section 7.1.2.~~

- 7.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on NuVox regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier

- 7.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

- 7.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card, (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card, and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local

area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

7.1.5 ~~[Open to CLECs]~~ A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by NuVox. ~~Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.~~

7.1.6 ~~[Open to CLECs]~~ BellSouth will provide to NuVox customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 11 of Attachment 2; (iii) for NuVox's PIC'ed toll traffic in a two (2) PIC environment to an alternative ~~operator services/DA~~ directory assistance platform designated by NuVox. NuVox customers may use the same dialing arrangements as BellSouth customers.

7.1.7 Switching Capability will also be capable of routing (1) local, intraLATA, interLATA, and calls to international customer's preferred carrier, (2) call features (e.g. call forwarding) and (3) Centrex capabilities.

7.1.8 Switching Capability will also be capable of routing (1) local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2) call features (e.g. call forwarding) and (3) Centrex capabilities.

7.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to NuVox purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. NuVox customers may use the same dialing arrangements as BellSouth customers, but obtain a NuVox branded service.

7.2 Technical Requirements

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination

- 7.2.1.3 ~~[Open to CLECs]~~ Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms, other than BellSouth's operator services or directory assistance, providing Network Elements or additional requirements (2) ~~Operator operator Services~~ services platforms, (3) ~~Directory directory Assistance assistance~~ platforms, and (4) Repair Centers. Any other routing requests by NuVox will be made pursuant to the ~~Bona Fide Request/~~ New Business Request Process as set forth in General Terms and Conditions.
- 7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 7.2.1.5 BellSouth shall activate service for a NuVox customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to NuVox's services without loss of switch feature functionality as defined in this Agreement.
- 7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a nondiscriminatory manner.
- 7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 7.2.1.10 Special Services provided by BellSouth will include the following
- 7.2.1.10.1 Telephone Service Prioritization;
- 7.2.1.10.2 Related services for handicapped,
- 7.2.1.10.3 Soft dial tone where required by law; and
- 7.2.1.10.4 Any other service required by law
- 7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to

Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to NuVox, upon a reasonable request from NuVox. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:

7.2.1.14.1 ~~[Open to CLECs]~~ Basic and primary rate ISDN;

7.2.1.14.2 Residential features,

7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5 Advanced intelligent network triggers supporting NuVox and BellSouth service applications

BellSouth shall offer to NuVox all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to NuVox:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

7.2.1.14.6.5 9XX Blocking and Toll Blocking

7.2.1.15 Where capacity exists, BellSouth shall assign each NuVox customer line the class of service designated by NuVox (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from NuVox customers to NuVox directory assistance operators at NuVox's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each NuVox customer line the class of services designated by NuVox (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from NuVox customers to NuVox operators at NuVox's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to a NuVox Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.17 Local Switching shall be offered in accordance with the technical specifications set forth in the following technical references:

7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment,

7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements,

7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements,

7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

- 7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 7.2.2.3 Coin phone signaling;
- 7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements,
- 7.2.2.5 Two-wire analog interface to PBX;
- 7.2.2.5.1 Four-wire analog interface to PBX,
- 7.2.2.11 BellSouth shall provide access to the following but not limited to:
- 7.2.2.12 SS7 Signaling Network or Multi-Frequency trunking if requested by NuVox;
- 7.2.2.13 [Open to CLECs] Interface to NuVox operator services systems or Operator-operator Services-services through appropriate trunk interconnections for the system, and
- 7.2.2.14 [Open to CLECs] Interface to NuVox Directory Assistance Services through the NuVox switched network or to Directory-directory Assistance assistance Services-services through the appropriate trunk interconnections for the system; and 950 access or other NuVox required access to interexchange carriers as requested through appropriate trunk interfaces
- 8.1 Interoffice transmission facility network elements include:
1. [Open to CLECs] Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, at DS1, DS3 and STS-1OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth.
 2. [Open to CLECs] Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics between BellSouth wire centers or switches;
 3. [Open to CLECs] Shared transport for use only with Local Switching, defined as transmission facilities shared by more than one carrier, including BellSouth, between BellSouth end office switches, between BellSouth end office switches and BellSouth

tandem switches, and between BellSouth tandem switches, in
BellSouth's network

8.1.1 BellSouth shall:

1. Provide NuVox exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier,
2. Provide all technically feasible transmission facilities, features, functions, and capabilities that NuVox could use to provide telecommunications services,
3. Permit, to the extent technically feasible, NuVox to connect such interoffice facilities to equipment designated by NuVox, including but not limited to, NuVox's collocated facilities; and
4. Permit, to the extent technically feasible, NuVox to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.1.2 Provided that the facility is used to transport a significant amount of local exchange services, NuVox shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

8.2 Technical Requirements of Common (Shared) Transport

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

- 8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability,
- 8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces,
- 8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5,
- 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings,
- 8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DSI Supplement,
- 8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats,
- 8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

- 8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode),
- 8.2.4 14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8 2 4 15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.2.4.16 ANSI T1 107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications,
- 8 2 4 17 ANSI T1 117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 8 2 4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification,
- 8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 8.2.4.21 ITU Recommendation G 704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbps hierarchical levels,
- 8.2.4 22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.2.4 23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria,
- 8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FRNWT- 000064.);
- 8 2 4 26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

- 8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.2.4 28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 8.2.4 29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987
- 8 3.1.2 ~~[Open to CLECs]~~ As a circuit (1.e.g., DS0, DS1, or DS3 or STS-1) dedicated to NuVox .
- 8.3 4 Technical Requirements
- This Section sets forth technical requirements for all Dedicated Transport.
- 8 3.4.1 ~~[Open to CLECs]~~ When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (1.e.g., DS0, DS1, DS3 or STS-1) shall be dedicated to NuVox designated traffic
- 8.3 4.2 ~~[Open to CLECs]~~ BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1, and DS3 and STS-1 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 8 3 4.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards
- 8.3.4.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards
- 8 3.4.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

- 8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);
- 8 3 4.5.3 DS3 where applicable (M13 multiplexer shall be provided);
- 8 3 4.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 8 3 4 6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by NuVox .
- 8.3.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references.
- 8.3 5 1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- 8.3.5 1 1 ANSI T1 102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.3.5.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.3 5 1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications,
- 8.3 5.1.4 ANSI T1 107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.3.5.1 5 ANSI T1 107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR) Common Requirements;
- 8.3 5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance· DS1 & DS3 Performance;
- 8 3.5 1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993) (A module of LSSGR, FRNWT- 000064.);

- 8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.3 5.1 10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989,
- 8.3.5.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition Issue 1 August 1987.

9. Tandem Switching

9.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

9.2 Technical Requirements

- 9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90 The requirements for Tandem Switching include, but are not limited to the following:

- 9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 9.2.1 2 Tandem Switching will provide screening as jointly agreed to by NuVox and BellSouth;
- 9.2 1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability,
- 9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by NuVox;
- 9 2 1.5 [Open to CLECs] Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

- 9.2.1 6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 9 2 1 7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches
- 9.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC)
- 9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by NuVox Tandem Switching will provide recording of all billable events as jointly agreed to by NuVox and BellSouth.
- 9.2.6 Upon a reasonable request from NuVox, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to NuVox.
- 9 2 7 BellSouth shall maintain NuVox's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 9 2 8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 9.2 9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by NuVox and BellSouth.
- 9.2.10 Tandem Switching shall process originating toll-free traffic received from NuVox local switch
- 9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability

- 9.3 Interface Requirements
 - 9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 9.3.4 Tandem Switching shall interconnect with NuVox's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At NuVox's request, Tandem Switching shall record and keep records of traffic for billing
 - 9.3.5 Tandem Switching shall provide an alternate final routing pattern for NuVox traffic overflowing from direct end office high usage trunk groups
- 9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to NuVox) each of the requirements for Tandem Switching set forth in the following technical references:
 - 9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 9.4.2 GR-905-CORE covering CCSNIS;
 - 9.4.3 GR-1429-CORE for call management features; and
 - 9.4.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection
- 10.7 Port/Loop Combinations
 - 10.7.1 ~~[Open to CLECs]~~ Except as specified in Section 10.7.1.1 below, at NuVox's request, BellSouth shall provide access to Existing Combinations of port and loop network elements, as set forth in Section 10.7.4 below. Such port and loop combinations will provide local exchange service for the origination and termination of calls
 - 10.7.1.1 BellSouth shall not provide access to combinations of port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element

10.7.4 Port/Loop Combination Offerings

10.7 4.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7 4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10 7 4.3 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10 7 4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

12 Signaling

[Open to CLECs] BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment only in conjunction with NuVox's purchase of Local Switching pursuant to this Exhibit B BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

12 1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

12.2 Technical Requirements

12.2.1 Signaling Link Transport shall consist of full duplex mode fifty-six (56) kbps transmission paths

12.2.2 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways.

- 12.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair, and
- 12.2.2.2 As a "B-link" which is a connection between two (2) STP pairs in different company networks (e.g., between two (2) STP pairs for two (2) Competitive Local Exchange Carriers (CLECs))
- 12.2.3 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 12.2.3.1 An A-link layer shall consist of two (2) links.
 - 12.2.3.2 A B-link layer shall consist of four (4) links.
- 12.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 12.2.4.1 There shall be no more than two (2) minutes down time per year for an A-link layer; and
 - 12.2.4.2 There shall be negligible (less than two (2) seconds) down time per year for a B-link layer.
- 12.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 12.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end), and
 - 12.2.5.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 12.3 Interface Requirements
 - 12.3.1 There shall be a DS1 (1 544 Mbps) interface at the NuVox-designated SPOIs. Each fifty-six (56) kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 13. Signaling Transfer Points (STPs)**
 - 13.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the

exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

- 13.2 Technical Requirements
 - 13.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 13.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 13.2.1.2 BellSouth Service Control Points/DataBases;
 - 13.2.1.3 Third-party local or tandem switching,
 - 13.2.1.4 Third-party-provided STPs.
 - 13.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
 - 13.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a NuVox local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between NuVox local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
 - 13.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 13.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 13.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 13.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements

- 13.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112 4 In cases where the destination signaling point is a NuVox or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination If BellSouth performs final GTT to a NuVox database, then NuVox agrees to provide BellSouth with the Destination Point Code for the NuVox database.
- 13.2.6 ~~[Open to CLECs]~~ STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 13.4.5 of this AttachmentExhibit. All OMAP functions will be on a "where available" basis and can include:
- 13.2.6.1 MTP Routing Verification Test (MRVT) and
- 13.2.6.2 SCCP Routing Verification Test (SRVT)
- 13.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a NuVox or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by NuVox and BellSouth.
- 13.2.8 STPs shall be on parity with BellSouth.
- 13.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 13.2.9.1 When technically feasible and upon request by NuVox, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0 1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the NuVox SS7 network to exchange TCAP queries and responses with a NuVox SCP.

- 13.2.9.2 SS7 AIN Access shall provide NuVox SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and NuVox SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the NuVox SCP as at least at parity with BellSouth's STPs in terms of interfaces, performance and capabilities.
- 13.3 Interface Requirements
 - 13.3.1 BellSouth shall provide the following STPs options to connect NuVox or NuVox -designated local switching systems or STPs to BellSouth SS7 network:
 - 13.3.1.1 An A-link interface from NuVox local switching systems; and,
 - 13.3.1.2 A B-link interface from NuVox local STPs.
 - 13.3.2 Each type of interface shall be provided by one (1) or more sets (layers) of signaling links.
 - 13.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting NuVox local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and NuVox will work jointly to establish mutually acceptable SPOIs.
 - 13.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and NuVox will work jointly to establish mutually acceptable SPOIs.
 - 13.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 13.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network

Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP),

- 13.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 13.3.6 Message Screening
 - 13 3 6.1 BellSouth shall set message screening parameters so as to accept valid messages from NuVox local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the NuVox switching system has a legitimate signaling relation.
 - 13.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from NuVox local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the NuVox switching system has a legitimate signaling relation.
 - 13.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from NuVox from any signaling point or network interconnected through BellSouth's SS7 network where the NuVox SCP has a legitimate signaling relation.
- 13.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 13.4.1 ANSI T1 111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 13.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 13.4.3 ANSI T1 112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP),
 - 13.4.4 ANSI T1 115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 13 4 5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP),

- 13.4.6 ANSI T1 118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 13.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
 - 13.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14. Service Control Points/Databases**
- 14.1 Definition
 - 14.1.1 ~~[Open to CLECs]~~ Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability only in conjunction with NuVox's purchase of Local Switching pursuant to this Exhibit B. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
 - 14.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs
 - 14.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to NuVox in accordance with the following requirements.

 - 14.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol

14.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e g SS7, ISDN and X.25).

14.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability

14.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of thirty (30) minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

14.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for NuVox customer records stored in BellSouth databases within three (3) days, or sooner where BellSouth provisions its own customer records within a shorter interval.

14.3 Local Number Portability Database

14.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

14.4 Line Information Database (LIDB)

~~[Open to CLECs]~~ BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment Exhibit.

14.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the

owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

14.4.2 Technical Requirements

BellSouth will offer to NuVox any additional capabilities that are developed for LIDB during the life of this Agreement.

- 14.4.2.1 BellSouth shall process NuVox's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to NuVox what additional functions (if any) are performed by LIDB in the BellSouth network.
- 14.4.2.2 Within two (2) weeks after a request by NuVox, BellSouth shall provide NuVox with a list of the customer data items which NuVox would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 14.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 14.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 14.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 14.4.2.6 All additions, updates and deletions of NuVox data to the LIDB shall be solely at the direction of NuVox. Such direction from NuVox will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 14.4.2.7 BellSouth shall provide priority updates to LIDB for NuVox data upon NuVox's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 14.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of NuVox customer records will be missing from LIDB, as measured by NuVox audits. BellSouth will audit NuVox records in LIDB against DBAS to identify record mismatches and provide this data to a designated NuVox contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to NuVox within one business day of audit. Once reconciled records are received back from NuVox, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact NuVox to negotiate a time frame for the updates, not to exceed three (3) business days.
- 14.4.2.9 BellSouth shall perform backup and recovery of all of NuVox's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 14.4.2.10 BellSouth shall provide NuVox with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between NuVox and BellSouth.
- 14.4.2.11 BellSouth shall prevent any access to or use of NuVox data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by NuVox in writing.
- 14.4.2.12 BellSouth shall provide NuVox performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by NuVox at least at parity with BellSouth Customer Data. BellSouth shall obtain from NuVox the screening information associated with LIDB Data Screening of NuVox data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to NuVox under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 14.4.2.13 BellSouth shall accept queries to LIDB associated with NuVox customer records, and shall return responses in accordance with industry standards.

- 14.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards
- 14.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards
- 14.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 14.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 14.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 14.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 14.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:
- 14.5.1 Technical Requirements
- 14.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for NuVox to query with a toll-free number and originating information.
- 14.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
- 14.5.1.3 The SCP shall also provide, at NuVox's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to
- 14.5.1.3.1 Network Management;

- 14.5 1.3.2 Customer Sample Collection; and
- 14.5.1.3 3 Service Maintenance
- 14.8 Calling Name (CNAM) Database Service

~~[Open to CLECs]~~ The Agreement for Calling Name (CNAM) with standard pricing is included as ~~Exhibit Addendum B~~ to this ~~Amendment~~ Exhibit. NuVox must provide to its account manager a written request with a requested activation date to activate this service. If NuVox is interested in requesting CNAM with volume and term pricing, NuVox must contact its account manager to request a separate CNAM volume and term Agreement.

- 14.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
 - 14.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);
 - 14.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);
 - 14.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev 1 (Telcordia (formerly BellCore), October 1995);
 - 14.9 4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);
 - 14.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3 Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
 - 14.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995), and
 - 14.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

- 14.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
- 14 10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide NuVox the capability that will allow NuVox and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 14.10 2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e g , help desk, system administrator) resources available to NuVox Scheduling procedures shall provide NuVox equivalent priority to these resources
- 14.10.3 BellSouth SCP shall partition and protect NuVox service logic and data from unauthorized access, execution or other types of compromise.
- 14.10.4 When NuVox selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable NuVox to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 14 10.5 When NuVox selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. NuVox access will be provided via remote data connection (e.g., dial-in, ISDN)
- 14.10 6 When NuVox selects SCE/SMS AIN Access, BellSouth shall allow NuVox to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e g., service customization and end user subscription).

15. Dark Fiber

15.1 Definition

[Open to CLECs] Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two (2) points within BellSouth's network for loops, i.e. the distribution frame in BellSouth's central office and the loop demarcation point at an End User's premises and for transport, that constitute transport as defined in 6.1 of Attachment 2. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater

(regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

15.2 Requirements

15.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to NuVox.

15.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NuVox's request subject to time and materials charges.

15.2.3 BellSouth shall use its best efforts to provide to NuVox information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from NuVox ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

15.2.4 BellSouth shall use its best efforts to make Dark Fiber available to NuVox within thirty (30) business days after it receives written confirmation from NuVox that the Dark Fiber previously deemed available by BellSouth is wanted for use by NuVox. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable NuVox to connect or splice NuVox provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

Addendum A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and the Local Exchange Company shall have access to such information. Local Exchange Company understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Company, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's End User customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from End Users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange

Addendum A

Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply

- (a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Company's End User accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- (c) Local Exchange Company shall have the responsibility to render a billing statement to its End Users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's End Users.
- (d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BST will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 30, 2000 and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement

Addendum A

- B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

~~[Open to CLECs]~~ Except in cases the absence of gross negligence or willful misconduct, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies.

Addendum A

Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied, and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval
- D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State

Addendum B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

[Open to CLECs] For the purpose of this ~~Attachment~~ Addendum, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the End User subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides NuVox the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two (2) or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 **[Open to CLECs]** ~~ATTACHMENT~~ Addendum B

2.01 **[Open to CLECs]** This ~~Attachment~~ Addendum contains the terms and conditions where BellSouth will provide to NuVox access to the BellSouth CNAM SCP for query or record storage purposes.

Addendum B

- 2.02 ~~[Open to CLECs]~~ NuVox shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this ~~Attachment~~ Addendum. Said notice shall be in writing, no less than sixty (60) days prior to NuVox's access to BellSouth's CNAM Database Services and shall be addressed to NuVox's Account Manager.

3.0 PHYSICAL CONNECTION AND COMPENSATION

- 3.01 ~~[Open to CLECs]~~ BellSouth's provision of CNAM Database Services to NuVox requires interconnection from NuVox to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this ~~Attachment~~ Addendum.

- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, NuVox shall provide its own CNAM SSP. NuVox's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

- 3.03 If NuVox elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that NuVox desires to query.

- 3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.0 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.1 The mechanism to be used by NuVox for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by NuVox in the BellSouth specified format and shall

Addendum B

contain records for every working telephone number that can originate phone calls. It is the responsibility of NuVox to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 NuVox CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

ATTACHMENT 7

5. OPTIONAL DAILY USAGE FILE

5.1 Upon written request from NuVox, BellSouth will provide the Optional Daily Usage File (ODUF) service to NuVox pursuant to the terms and conditions set forth in this section.

5.2 NuVox shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a NuVox customer.

Charges for delivery of the Optional Daily Usage File will appear on NuVox's monthly bills. The charges are as set forth in Exhibit C to this Attachment

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of NuVox will be the responsibility of NuVox. If, however, NuVox should encounter significant volumes of errored messages that prevent processing by NuVox within its systems, BellSouth will work with NuVox to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 **USAGE TO BE TRANSMITTED**

5.6.1.1 The following messages recorded by BellSouth will be transmitted to NuVox

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to NuVox.

5.6.1.4 In the event that NuVox detects a duplicate on Optional Daily Usage File they receive from BellSouth, NuVox will drop the duplicate message (NuVox will not return the duplicate to BellSouth).

5.6.2 PHYSICAL FILE CHARACTERISTICS

5.6.2.1 The Optional Daily Usage File will be distributed to NuVox via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and NuVox for the purpose of data transmission. Where a dedicated line is required, NuVox will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software that is required on the NuVox end for the purpose of data transmission will be the responsibility of NuVox.

5.6.3 PACKING SPECIFICATIONS

5.6.3.1 A pack will contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record.

One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

- 5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to NuVox which BellSouth RAO that is sending the message. BellSouth and NuVox will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NuVox and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

- 5.6.4.1 NuVox will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. NuVox will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NuVox by BellSouth.

5.6.5 CONTROL DATA

NuVox will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate NuVox received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by NuVox for reasons stated in the above section.

5.6.6 TESTING

- 5.6.6.1 Upon request from NuVox, BellSouth shall send test files to NuVox for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that NuVox set up a production (LIVE) file. The live test may consist of NuVox's employees making test calls for the types of services NuVox requests on the Optional Daily Usage File. These test calls are logged by NuVox, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

6 ACCESS DAILY USAGE FILE

- 6.1. Upon written request from NuVox, BellSouth will provide the Access Daily Usage File (ADUF) service to NuVox pursuant to the terms and conditions set forth in this section.

- 6.2 NuVox shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that NuVox has purchased from BellSouth.
- 6.4 Charges for delivery of the Access Daily Usage File will appear on NuVox's monthly bills. The charges are as set forth in Exhibit C to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of NuVox will be the responsibility of NuVox. If, however, NuVox should encounter significant volumes of errored messages that prevent processing by NuVox within its systems, BellSouth will work with NuVox to determine the source of the errors and the appropriate resolution.
- 6.6 USAGE TO BE TRANSMITTED
- 6.6.1 The following messages recorded by BellSouth will be transmitted to NuVox:
- Interstate and intrastate access records associated with a port.
- Undetermined jurisdiction access records associated with a port.
- 6.6.2 When NuVox purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
- Originating from Network Element and carried by Interexchange Carrier:
- BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF
- Originating from network element and carried by BellSouth (NuVox is BellSouth's toll customer)
- BellSouth will bill resale toll rates to NuVox and send toll record for the End User toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to NuVox via ADUF
- Terminating on network element and carried by Interexchange Carrier.
- BellSouth will bill network element to NuVox and send access record to NuVox

Terminating on network element and carried by BellSouth.

BellSouth will bill network element to NuVox and send access record to NuVox

- 6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to NuVox.
- 6.6.4 In the event that NuVox detects a duplicate on the Access Daily Usage File they receive from BellSouth, NuVox will drop the duplicate message (NuVox will not return the duplicate to BellSouth)
- 6.6.5 PHYSICAL FILE CHARACTERISTICS
 - 6.6.5.1 The Access Daily Usage File will be distributed to NuVox via an agreed medium with CONNECT.Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN.
 - 6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and NuVox for the purpose of data transmission. Where a dedicated line is required, NuVox will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software that is required on the NuVox end for the purpose of data transmission will be the responsibility of NuVox.
- 6.6.6 PACKING SPECIFICATIONS
 - 6.6.6.1 A pack will contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

- 6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to NuVox which BellSouth RAO that is sending the message. BellSouth and NuVox will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NuVox and resend the data as appropriate.

The data will be packed using ATIS EMI records

6.6.7 PACK REJECTION

- 6.6.7.1 NuVox will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. NuVox will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NuVox by BellSouth.

6.6.8 CONTROL DATA

NuVox will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate NuVox received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by NuVox for reasons stated in the above section.

6.6.9 TESTING

- 6.6.9.1 Upon request from NuVox, BellSouth shall send test files to NuVox for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF P.L. (SCOT) FERGUSON
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 04-00046
5 NOVEMBER 19, 2004
6
7
8 Q PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
9 TELECOMMUNICATIONS, INC. AND YOUR BUSINESS ADDRESS.
10
11 A. My name is Scot Ferguson. I am employed by BellSouth Telecommunications,
12 Inc. ("BellSouth") as Manager – Network Interconnection Operations. In this
13 position, I handle certain issues related to local interconnection matters, primarily
14 operations support systems ("OSS"). My business address is 675 West Peachtree
15 Street, Atlanta, Georgia 30375.
16
17 Q HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?
18
19 A. Yes I filed Direct Testimony with six (6) exhibits on June 25, 2004, and
20 Supplemental Direct Testimony with four (4) exhibits on October 29, 2004. My
21 Supplemental Direct Testimony replaced my Direct Testimony pursuant to this
22 Authority's 90-day abeyance *Order* and the resulting settlement of several of the
23 issues for which I originally had submitted testimony.
24
25

1 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

2

3 A The purpose of my Rebuttal Testimony is to address various concerns and issues
4 raised in the Supplemental Direct Testimony filed by KMC Telecom V, Inc. and
5 KMC Telecom III, LLC, (together, "KMC"), NuVox Communications, Inc. and
6 NewSouth Communications Corp. (together, "NuVox/NewSouth"), and the
7 Xspedius Companies I refer to these companies collectively as the "Joint
8 Petitioners."

9

10 This Rebuttal Testimony should be read in conjunction with my Supplemental
11 Direct Testimony.

12

13 ***Item 43 (Issue 2-25): Under what circumstances should BellSouth be required to***
14 ***provide a CLEC with Loop Makeup information on a facility used or controlled by***
15 ***another CLEC? (Attachment 2, Section 2.18.1.4)***

16

17 Q THE JOINT PETITIONERS STATE IN THEIR DIRECT TESTIMONY, AT
18 PAGE 63, LINE 8, THAT "THE LAW DOES NOT REQUIRE AN LOA FROM
19 THIRD-PARTY CARRIERS." PLEASE RESPOND.

20

21 A Whether the "law" requires a Letter of Authorization ("LOA") is irrelevant to this
22 Authority's determination of this issue. This is because BellSouth's policy of
23 requiring an LOA to review loop make-up ("LMU") information was
24 implemented properly through BellSouth's Change Control Process ("CCP").

25

1 Q. PLEASE EXPOUND ON THAT RESPONSE.

2

3 A. This issue belongs in the CCP. The CCP implemented the current process for
4 shared loop applications by requiring an LOA for one Competitive Local
5 Exchange Carrier ("CLEC") to view the LMU information of a loop that is leased
6 by another CLEC from BellSouth. Practically speaking, this means that all
7 requests by CLECs to view the LMU information for the loops of other carriers
8 for any application require an LOA. Importantly, the CLEC community has
9 embraced this process, and, to my knowledge, no CLEC has ever complained
10 about it.

11

12 Consequently, the CCP is the body that should decide if a change to the existing
13 process is warranted, but *only* if a CCP member submits a change request asking
14 for such a change. Until such time as the CCP has been fully utilized with the
15 result being a decision to change the existing process, BellSouth should not be
16 required to provide a CLEC's loop information to these few CLECs that are
17 parties to this arbitration proceeding without an LOA.

18

19 Q. HOW DID THE CURRENT LOA REQUIREMENT EVOLVE?

20

21 A. As background, BellSouth first developed the electronic LMU process to comply
22 with the 1999 *UNE Remand Order* ("Order") that required incumbent local
23 exchange carriers ("ILECs") to allow CLECs to view LMU information for loops
24 owned by the ILEC.¹ In the same timeframe as the *Order*, a CLEC submitted

¹ See *FCC 99-238* at ¶¶ 426-427.

1 through the CCP a change request (CR0361) for BellSouth to provide the same
2 pre-order functionality for viewing LMU information as mandated by the *Order*.
3 BellSouth met its obligation to the *Order* through the implementation of CR0361
4 in Release 7.0 on July 29, 2000. I have included CR0361 as Exhibit SF-5.

5
6 BellSouth implemented CR0361 with the capability that allowed CLECs to: 1)
7 view LMU information for BellSouth loops in use for a BellSouth retail end user
8 or spare loops in the BellSouth inventory, or, 2) view loops leased from BellSouth
9 and in service for that CLEC's own end users.

10
11 In early 2001, CLECs *themselves*, within the Shared Loop Collaboratives,²
12 recognized that CLECs and Data Local Exchange Carriers ("DLECs") had a need
13 to view each other's LMU information for joint marketing efforts in line splitting
14 and line sharing scenarios. In laying out the guidelines to allow that viewing, the
15 Collaboratives members specified that such viewing should be available to
16 CLECs/DLECs *only if there is an LOA*. The Collaboratives members – following
17 the ground rules established in the Collaboratives – took the change-of-process
18 request to the CCP as the appropriate venue for implementation of any system
19 and/or process changes related to the CLEC interfaces.

20

² On January 26, 2000, a Line Sharing Collaborative was established to develop, with the mutual agreement of the so-called Data Local Exchange Carriers ("DLECs") and BellSouth, the processes and procedures required to implement Line Sharing to meet the requirements of the FCC 3rd *Report and Order* in CC Docket No 98-147, and 4th *Report and Order* in CC Docket No 96-98 released December 9, 1999 (Line Sharing Order). In response to CC Docket 98-147, the "Line Share Reconsideration Order," also known as the Line Splitting Order, the Line Splitting Collaborative was established on April 19, 2001. Due to similarities in issues between Line Sharing and Line Splitting, it was agreed mutually in May 2001 to combine what was then seven outstanding central office-based/Remote Terminal based Line Sharing/Line Splitting collaboratives into a single "Shared Loop Collaborative."

1 In the same timeframe as the request from the Collaboratives members to the
2 CCP, the Georgia Public Service Commission ("GPSC") issued its order in
3 Docket 11900-U requiring BellSouth to implement electronic ordering of line
4 splitting. To implement that order technically, BellSouth had to develop a process
5 to allow a CLEC to view LMU information for a loop leased from BellSouth by
6 another CLEC. As it happened, the LOA process under development at the
7 request of the Collaboratives members provided the technical solution to satisfy
8 the GPSC order.

9
10 Accordingly, BellSouth combined the two issues and developed CR0409 in May
11 2001 to both implement the change to the process conceived by the Collaboratives
12 members and to satisfy the GPSC order to implement electronic ordering of line
13 splitting. CR0409 was placed in 'Pending Status' (denoting approval by the CCP)
14 on June 19, 2001, scheduled on September 6, 2001 for implementation in Release
15 10 3, and was implemented in that Release on January 5, 2002 – all steps in
16 accordance with CCP guidelines. I have included CR0409 as Exhibit SF-6.

17
18 As I mentioned earlier, from a technical development standpoint, the LOA
19 requirement implemented for shared loop applications means that all requests for
20 third-party LMU information require an LOA, regardless of the reason for the
21 request (and this has been the case for the last three years). BellSouth's LMU
22 process does not ascertain the intent of a CLEC's request and can provide no
23 determination as to whether an LOA should be required because it is a shared
24 loop application request or another type of request. Thus, all third-party LMU
25 requests are treated the same

1 By way of example, when a CLEC inputs either the telephone number or street
2 address for which LMU information is being requested, the process (in simple
3 terms) compares the company code of the requesting CLEC to the company code
4 of the entity using the loop. If the company code on the loop record belongs to
5 either BellSouth or to the requesting CLEC, LMU information is provided. If the
6 code belongs to another CLEC, the LOA screen will appear and the correct
7 authorization information must be populated before the LMU information will be
8 provided, regardless of the CLEC's reason for wanting to view the LMU
9 information.

10

11 Q. DID ALL CCP MEMBERS HAVE AN OPPORTUNITY TO REVIEW AND
12 PROVIDE INPUT TO THE CHANGE REQUESTS THAT WERE
13 IMPLEMENTED BY BELL SOUTH?

14

15 A. Absolutely. While it is my understanding that none of the Joint Petitioners are, or
16 were, active members of the Shared Loop Collaboratives, they are CCP members.
17 CCP members are given an opportunity to receive and review a number of
18 different documents related to change requests and the software releases in which
19 those change requests are to be implemented.³ Additionally, these documents can
20 be found at BellSouth's interconnection website.

21

22 Such was certainly the case with CR0361 and CR0409. In fact, an examination of
23 Exhibit SF-6 reveals that, during September 2001, the CLECs received draft user
24 requirements, had a "walk-through" discussion meeting for those user

³ As examples, see Exhibits SF-1, SF-2 and SF-3 attached to my Supplemental Direct Testimony

1 requirements, and received the final user requirements. All of those documents
2 and meetings contained information about the functional capabilities for
3 electronic ordering of line splitting and the LOA requirement
4

5 In addition to the documents provided as exhibits to my Supplemental Direct
6 Testimony and Rebuttal Testimony, all change requests and releases are discussed
7 in monthly CCP meetings, according to the Release Management processes
8 outlined in the CCP guidelines. CCP-member CLECs are invited to voice any
9 comments and/or concerns at these meetings, or at any of the meetings where
10 draft and final user requirements are discussed. The meetings are open to all
11 interested CCP members.
12

13 Q. THE JOINT PETITIONERS STATE, AT PAGE 63, LINE 11, THAT THE LOA
14 REQUIREMENT "WILL ALSO INHIBIT PETITIONERS' ABILITY TO
15 COMPETE, AS IT EFFECTIVELY INSTITUTES A POLICY OF ONE
16 COMPETITOR HAVING TO ASK ANOTHER FOR PERMISSION TO
17 COMPETE FOR THEIR CUSTOMERS." PLEASE RESPOND.
18

19 A. The Joint Petitioners do not want to follow the established policy for viewing
20 CLEC LMU information and, instead, want BellSouth to initiate a different
21 process just for them that will require BellSouth to provide the Joint Petitioners
22 with information that other CLECs have asked BellSouth to protect.
23

24 Further, whether an LOA is or is not required to view LMU information of a
25 competing CLEC should be addressed in the CCP where all CLECs can

1 participate in that decision, if they so choose. The CCP is designed to tackle this
2 very type of issue. For instance, as referenced in my Supplemental Direct
3 Testimony, there is currently a similar situation before the CCP regarding the
4 CLECs' reciprocal viewing of each others' customer service record ("CSR")
5 information, and the CLECs have worked collaboratively within the CCP to
6 determine the LOA process for such a situation.

7
8 Q. THE JOINT PETITIONERS CLAIM, AT PAGE 63, LINE 23, THAT
9 BELLSOUTH'S PROPOSED LANGUAGE REQUIRING AN LOA IS "PURE
10 MISCHIEF " IS THAT TRUE?

11
12 A. Absolutely not. BellSouth's compliance with the wishes of the CLECs – properly
13 developed and implemented through the CCP – can hardly be construed as
14 "mischief." If the Joint Petitioners think that the LOA requirement is somehow
15 "anticompetitive" in terms of how CLECs may acquire each other's customers,
16 then the Joint Petitioners should take up the issue with the other CLECs, or with
17 this Authority in another proceeding.

18
19 Q. THE JOINT PETITIONERS, AT PAGE 64, LINE 5, STATE THAT "IF
20 CUSTOMER PRIVACY IS BELLSOUTH'S TRUE CONCERN, THAT ISSUE
21 IS NOT ADDRESSED IN ITS PROPOSED LANGUAGE." WHY IS THAT
22 STATEMENT INACCURATE?

23
24 A. By its very nature, an LOA is designed to protect information and to prevent its
25 use by an unauthorized party. For the Joint Petitioners to suggest that BellSouth's

1 language requiring an LOA does not indicate a concern for privacy shows the
2 Joint Petitioners' lack of general understanding of the intent of an LOA, and the
3 history and acceptance of the LOA requirement by the other CLECs in
4 BellSouth's region

5
6 ***Item 86 (Issue 6-3) (B) How should disputes over alleged unauthorized access to CSR***
7 ***information be handled under the agreement? (Attachment 6, Sections 2.5.6.2 and***
8 ***2.5.6.3)***

9
10 Q THE JOINT PETITIONERS, AT PAGE 85, LINE 16, CHARACTERIZE
11 BELLSOUTH'S POSITION ON THIS ISSUE AS ONE OF "SELF HELP," AND
12 SUGGEST THAT IT IS "INAPPROPRIATE AND COERCIVE." PLEASE
13 RESPOND.

14
15 A If anything, BellSouth's proposed language is that of self-protection. BellSouth
16 simply wants to ensure that it can properly protect the proprietary CSR
17 information that it is obligated to protect. If BellSouth has reason to believe that
18 any CLEC is abusing access to CSR information, BellSouth needs to have
19 necessary and *timely* recourse to limit that CLEC's access to protect BellSouth's
20 customers and the customers of other CLECs.

21
22 Further, BellSouth's language gives the Joint Petitioners an opportunity to cure
23 unauthorized access to CSR information before terminating such access.

24 BellSouth presented this language for two reasons. First, the fact that the Joint
25 Petitioners have an opportunity to cure the unauthorized access establishes that

1 BellSouth will not unilaterally invoke this right without notice to the offending
2 CLEC. Second, the language encourages the offending CLEC to take appropriate
3 measures to stop its improper actions, thereby obviating the need for BellSouth to
4 suspend or terminate access

5
6 Q. THE JOINT PETITIONERS STATE, AT PAGE 86, LINE 5, THAT DISPUTES
7 “SHOULD BE HANDLED IN ACCORDANCE WITH THE DISPUTE
8 RESOLUTION PROVISIONS OF THE CONTRACT.” FURTHER, AT LINES
9 7-8, THEY STATE THAT BELL SOUTH “ SHOULD NOT CONTINUE TO
10 OPPOSE INCLUDING A COURT OF LAW AS AN APPROPRIATE VENUE
11 FOR DISPUTE RESOLUTIONS ” WHAT IS THE RELEVANCE OF THESE
12 CLAIMS?

13
14 A. BellSouth needs timely resolution of a situation that places BellSouth, other
15 CLECs and end-user customers at risk. CLECs are well aware that BellSouth
16 does not suspend or terminate access to OSS interfaces on a whim. If the problem
17 is the result of an isolated instance, the problem can be – and usually is – easily
18 corrected by the CLEC. However, if circumstances indicate a systemic problem
19 with unauthorized CSR access, then the Joint Petitioners seem to suggest that they
20 want BellSouth to file a complaint with an undefined “court of law.” Of course,
21 in all likelihood, a court of law would be unfamiliar with interconnection
22 agreements and the rules and regulations that apply to such agreements. Thus, it
23 could take months, or even years, for such a court to understand and resolve
24 straightforward issues before suspension of the CLEC’s access

25

1 This means that a CLEC could continue to access the Customer Proprietary
2 Network Information ("CPNI") of untold numbers of CLEC and BellSouth
3 customers – without proper authority – while BellSouth waits for the legal process
4 to run its course. BellSouth is obligated to protect this information as quickly and
5 expeditiously as possible when abuse is discovered.

6
7 BellSouth's proposed language, on the other hand, balances the Joint Petitioners'
8 concerns with BellSouth's right to protect its network, information and processes
9 in the most expedient manner. The Joint Petitioners' suggestion, at page 86, lines
10 14-15, that BellSouth would use suspension and termination "regardless of its
11 potential impact on its competition or consumers who have been disloyal to
12 BellSouth" is pure imagination and without merit.

13
14 Q. WITH RESPECT TO THAT STATEMENT BY THE JOINT PETITIONERS,
15 HAS BELL SOUTH EVER SUSPENDED OR TERMINATED A CLEC'S
16 ACCESS AND/OR USE OF OSS INTERFACES BECAUSE OF ABUSIVE OR
17 UNAUTHORIZED ACCESS TO CSR INFORMATION?

18
19 A. I am aware of only one circumstance. In that particular case, the offending CLEC
20 developed an automatic program that continuously accessed the CSR database
21 requesting CSR information on a series of telephone numbers, with and without
22 proper authorization. This activity not only violated CPNI regulations, but it also
23 caused a degradation of service in the performance of BellSouth's OSS that
24 materially impacted all CLECs' ability to access CSR information. This is clearly

1 the type of abuse and resulting impacts that BellSouth hopes to avoid in the future
2 through its proposed language.

3

4 Generally speaking, other past CLEC abuse of CSR access was isolated and not
5 systemic within the operations of the offending CLECs. When the CLECs were
6 notified, the problems were resolved, and BellSouth did not have to revoke CSR
7 access. BellSouth's ability to take such action may account for the quick response
8 that BellSouth received when it brought such abuse to the attention of the
9 offending CLEC.

10

11 This history indicates that BellSouth is not predisposed to suspending or
12 terminating a CLEC's OSS access during a good-faith effort on the part of the
13 CLEC to resolve an issue of CSR access, despite the Joint Petitioners' concerns
14 about whether "BellSouth gets to pull the plug while the dispute is pending" (page
15 86, lines 18-19).

16

17

18 Q DOES THAT CONCLUDE YOUR TESTIMONY?

19

20 A. Yes



Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 8/12/99 (2)
☒ CLEC ☐ BST (3) Company Name AT&T (4)
CCM Jill Williamson (5) Phone 404-810-8562 (6)
CCM Email Address jwilliamson@att.com (7) Fax 404-810-8605 (8)
Alternate CCM _____ (9) Alternate Phone _____ (10)
Originator's Name Jill Williamson (11) Phone 404-810-8562 (12)
Title of Change Pre-order loop inquiry (13)

Category: ☒ Add New Functionality ☐ Change Existing (14) Desired Due Date 4/00 (15)

Originating CCM assessment of impact ☒ Major ☐ Minor ☐ None expected (16)

Originating CCM assessment of priority ☒ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)

<input checked="" type="checkbox"/> Pre-Ordering <input checked="" type="checkbox"/> LENS <input type="checkbox"/> LPOG <input checked="" type="checkbox"/> TAG	<input type="checkbox"/> Ordering <input type="checkbox"/> EDI <input type="checkbox"/> LENS <input type="checkbox"/> EDI-PC	<input type="checkbox"/> Maintenance <input type="checkbox"/> TAFI <input type="checkbox"/> EC-TA Local
--	---	---

Type Of Change - Check one or more, as applicable (19)

<input checked="" type="checkbox"/> Software	<input type="checkbox"/> Hardware	<input type="checkbox"/> Industry Standards
<input type="checkbox"/> Product & Services	<input checked="" type="checkbox"/> New or Revised Edits	<input type="checkbox"/> Process
<input type="checkbox"/> Documentation	<input type="checkbox"/> Regulatory	<input type="checkbox"/> Other

Description of requested change including purpose and benefit received from this change (Use additional sheets, if necessary) (20)

As part of its request for the capability to order XDSL loops electronically, AT&T also requested that BellSouth mechanize the required pre-order loop service inquiry, as well BellSouth stated that it could not deliver this capability with OSS'99, but would look at implementing it as part of the "second phase" of OSS'99 BellSouth also agreed to develop a project plan to work on implementation of this functionality over the Y2K window, for delivery subsequent to the close of the Y2K window AT&T is requesting that this functionality be delivered with XDSL loops in the first quarter of 2000

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

RF-1870
(5/98)



Change Request Form

This Section to be completed by BCCM only.

Change Request Log #	<u>CR0361 (formerly TAG0812990)</u> (23)	Clarification	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(24)
Clarification Request Sent	_____ (25)	Clarification Response Due	_____ (26)	
Status	<u>I</u> (27)			
Enhancement Review Date	<u>9/28/99</u> (28)	Target Implementation Date	<u>07/29/00</u> (29)	
Last Modified By	<u>BCCM</u> (30)	Date Modified	<u>08/15/00</u> (31)	
Review Results (32) <u>Accepted for TAG only At this time, BST has no plans to offer pre-order functionality in LENS</u>				
Canceled Change Request	<input type="checkbox"/> Duplicate	<input type="checkbox"/> Training	<input type="checkbox"/> Clarification Not Received	(33)
Cancellation Acknowledgment	CLEC _____	BST _____	Date _____	(34)
Request Appeal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	(35)	
Appeal Consideration (36) _____ _____ _____				
Agreed Release Date _____ (37)				



RF1871
8/00

Change Request Form

To be completed by BCCM only: Date Sent. 05/17/2001

(1) CHANGE REQUEST LOG #	CR 0409
(2) STATUS	1

To be completed by CCM or BellSouth.

(3) REQUEST TYPE	<input checked="" type="checkbox"/> TYPE 2 (REGULATORY)	<input type="checkbox"/> TYPE 3 (INDUSTRY)	<input type="checkbox"/> TYPE 4 (BST)	<input type="checkbox"/> TYPE 5 (CLEC)
	<input type="checkbox"/> TYPE 6 (DEFECT) NOTE COMPLETE SECTION 2	<input type="checkbox"/> EXPEDITED FEATURE	<input type="checkbox"/> FLOW-THRU	

SECTION 1

(4) COMPANY NAME	BellSouth
(5) OCN	
(6) CCM NAME	Brenda Files
(7) TELEPHONE NUMBER	205 321 2105
(8) CCM EMAIL ADDRESS	Change Control@bridge.bellsouth.com
(9) CCM FAX NUMBER	205 321 5160
(10) ALTERNATE CCM NAME	
(11) ALTERNATE PHONE NUMBER	
(12) ORIGINATOR'S NAME	
(13) ORIGINATOR'S PHONE NUMBER	
(14) TITLE OF CHANGE REQUEST	LINE SPLITTING - REMOVE EDIT IN LMU PROHIBITING CLEC FROM RECEIVING LOOP DATA

(15) CATEGORY	<input type="checkbox"/> ADD NEW FUNCTIONLITY	<input checked="" type="checkbox"/> CHANGE EXISTING
---------------	---	---

Attachment A-1A

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives



RF1871
8/00

Change Request Form

(16) DESIRED DUE DATE	JUNE, 2001
-----------------------	------------

(17) ORIGINATING CCM ASSESSMENT OF IMPACT	<input checked="" type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW	
(18) ORIGINATING CCM ASSESSMENT OF PRIORITY	<input checked="" type="checkbox"/> URGENT	<input type="checkbox"/> HIGH	<input type="checkbox"/> MEDIUM	<input type="checkbox"/> LOW

(19) INTERFACES IMPACTED				
PRE-ORDERING	<input checked="" type="checkbox"/> LENS	<input checked="" type="checkbox"/> TAG	<input type="checkbox"/> CSOTS	
ORDERING	<input checked="" type="checkbox"/> EDI	<input checked="" type="checkbox"/> LENS	<input checked="" type="checkbox"/> TAG	<input type="checkbox"/> LNP
MAINTENANCE	<input type="checkbox"/> TAFI	<input type="checkbox"/> EC-TA Local		
MANUAL	<input type="checkbox"/> Manual			

(20) TYPE OF CHANGE (Check one or more, as applicable)				
<input checked="" type="checkbox"/> Software	<input type="checkbox"/> Product & Services	<input checked="" type="checkbox"/> Documentation	<input type="checkbox"/> Hardware	<input type="checkbox"/> New or Revised Edits
<input type="checkbox"/> Regulatory	<input type="checkbox"/> Industry Standards	<input type="checkbox"/> Process	<input type="checkbox"/> Other	<input type="checkbox"/> Defect
<input type="checkbox"/> Expedited Feature	<input type="checkbox"/> Flow Through			

(21) DESCRIPTION OF REQUESTED CHANGE (Including purpose and benefit received from this change. Include attachments if available)	Remove the current edit within Electronic LMU that prohibits the requesting D/CLEC from receiving loop data on a loop owned by another D/CLEC
(22) REQ TYP(s) IMPACTED:	
(23) ACT TYP(s) IMPACTED:	
(24) PROVIDE EXAMPLE OF REQUESTED CHANGE:	
(25) Identify the LSOG versions that are affected by this change	

This section to be completed by BellSouth only.

(26) Does this request require clarification?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(27) Clarification Request Sent	
(28) Clarification Response Due	

Attachment A-1A

Jointly Developed by the Change Control Sub-team comprised
of BellSouth and CLEC Representatives



RF1871
8/00

Change Request Form

(29) Change Request Review Date	
(30) Target Implementation Date	1/05/02 – Release 10 3
(31) Change Review Meeting Results	06/19/01 BellSouth placed this request in Pending Status 09/06/01 Scheduled for Release 10 3 on January 5, 2002 09/07/01 Distributed draft user requirements to CLEC 09/20/01 Draft user requirements walk through meeting with CLECs 09/28/01 Final user requirements distributed to CLECs 01/07/02 Implemented in Release 10 3 on 01/05/02

(32) CANCELED CHANGE REQUEST	<input type="checkbox"/> DUPLICATE	<input type="checkbox"/> TRAINING	<input type="checkbox"/> CLARIFICATION NOT RECEIVED
(33) CANCELANATION ACKNOWLEDGMENT	<input type="checkbox"/> CLEC	<input type="checkbox"/> BST	DATE

(34) APPEAL	<input type="checkbox"/> YES	<input type="checkbox"/> NO
(35) APPEAL CONSIDERATIONS		

SECTION 2

This section to be completed by CLEC/BellSouth- External Explanation of Type 6 Defect Change Request

(36) PON #	
(37) ERROR MESSAGE:	
(38) RELEASE OR API VERSION (If applicable)	
(39) DESCRIPTION OF DEFECT SCENARIO:	

SECTION 3

This section to be completed by BellSouth – Internal Validation of Defect Change Request

(40) DEFECT VALIDATION RESULTS:	
(41) CLARIFICATION NEEDED:	<input type="checkbox"/> YES <input type="checkbox"/> NO
(42) VALIDATED DEFECT IMPACT LEVEL:	<input type="checkbox"/> HIGH <input type="checkbox"/> MEDIUM <input type="checkbox"/> LOW
(43) VALIDATION TYPE:	<input type="checkbox"/> DEFECT <input type="checkbox"/> FEATURE <input type="checkbox"/> TRAINING ISSUE <input type="checkbox"/> DUPLICATE
(44) DEFECT IMPACTS OTHER CLECS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(45) INTERFACES IMPACTED BY DEFECT:	<input type="checkbox"/> EDI <input type="checkbox"/> TAG <input type="checkbox"/> LNP <input type="checkbox"/> LENS <input type="checkbox"/> TCIF 7 <input type="checkbox"/> TCIF 9

Attachment A-1A

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF ERIC FOGLE
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 04-00046
5 NOVEMBER 19, 2004
6
7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND
8 YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS,
9 INC. ("BELLSOUTH").
10
11 A. My name is Eric Fogle I am employed by BellSouth Resources, Inc ,
12 as a Director in BellSouth's Interconnection Operations Organization.
13 My business address is 675 West Peachtree Street, Atlanta, Georgia
14 30375.
15
16 Q ARE YOU THE SAME ERIC FOGLE THAT FILED SUPPLEMENTAL
17 DIRECT TESTIMONY IN THIS PROCEEDING?
18
19 A Yes. I filed Supplemental Direct Testimony on October 29, 2004.
20
21 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY FILED
22 TODAY?
23
24 A. My testimony provides rebuttal to the direct testimony of KMC Telecom
25 V, Inc & KMC Telecom III LLC ("KMC"), NewSouth Communications

1 Corp. ("NewSouth"), NuVox Communications Corp. ("NuVox"), and
2 Xspedius Companies ("Xspedius"), collectively as "Joint Petitioners."
3 Specifically, I will address the following issue numbers, in whole or in
4 part: 2-18 (Item 36), 2-19 (Item 37), 2-20 (Item 38), and 2-28 (Item 46).

5
6 ***Item 36; Issue 2-18: (A) How should line conditioning be defined in the***
7 ***Agreement? (B) What should BellSouth's obligations be with respect to***
8 ***Line Conditioning? (Attachment 2, Section 2.12.1)***

9
10 Q ON PAGE 55 OF THE JOINT PETITIONERS' TESTIMONY, THEY
11 STATE "LINE CONDITIONING SHOULD BE DEFINED IN THE
12 AGREEMENT AS SET FORTH IN FCC RULE CFR 51.319
13 (a)(1)(iii)(A)." DO YOU AGREE?

14
15 A. No. Federal Communications Commission ("FCC") Rule
16 51.319(a)(1)(iii) provides a definition for line conditioning but the
17 Triennial Review Order ("TRO") clarifies this definition (in Paragraph
18 643) by requiring line conditioning "that incumbent LECs regularly
19 perform in order to provide xDSL services to their own customers."
20 The definition of line conditioning in the Agreement should be
21 consistent with the TRO. The Joint Petitioners' position ignores this
22 fact as well as the FCC's findings in the TRO.

23
24 Q THE JOINT PETITIONERS, ON PAGE 56 OF THEIR TESTIMONY
25 STATE THAT "LINE CONDITIONING IS NOT LIMITED TO THOSE

1 FUNCTIONS THAT QUALIFY AS ROUTINE NETWORK
2 MODIFICATIONS.” PLEASE COMMENT.

3

4 A. It is impossible to square the Joint Petitioners’ statement with the
5 FCC’s findings in paragraph 643 of the *TRO*, where the FCC
6 specifically states the opposite: “Line conditioning is properly seen as a
7 routine network modification that incumbent LECs regularly perform in
8 order to provide xDSL services to their own customers ” Thus, the
9 Authority should reject the Joint Petitioners’ position.

10

11 Q. FURTHER, THE JOINT PETITIONERS CLAIM THAT A “ROUTINE
12 NETWORK MODIFICATION” IS NOT THE SAME OPERATION AS
13 “LINE CONDITIONING” NOR IS XDSL SERVICE IDENTIFIED BY
14 THE FCC AS THE ONLY SERVICE DESERVING OF PROPERLY
15 ENGINEERED LOOPS.” PLEASE COMMENT.

16

17 A. The Joint Petitioners’ position is inconsistent with the *TRO*. For
18 instance, the FCC defines a “routine network modification” in
19 paragraph 632 of the *TRO* as those activities that incumbent LECs
20 regularly undertake for their own customers.” In paragraph 643 of the
21 *TRO*, the FCC further states that “[a]s noted above, incumbent LECs
22 must make the routine adjustments to unbundled loops to deliver
23 services at parity with how incumbent LECs provision such facilities for
24 themselves.” BellSouth’s language is entirely consistent with the
25 FCC’s ruling in the *TRO* on this issue, and, as stated in my

1 Supplemental Direct Testimony, in some situations exceeds the FCC's
2 requirements for line conditioning

3

4 Q. WITH RESPECT TO ISSUE 2-18 (B), THE JOINT PETITIONERS, ON
5 PAGE 57 OF THEIR TESTIMONY STATE THAT "IT IS NOT
6 PERMISSABLE UNDER THE RULES FOR BELL SOUTH TO
7 PERFORM LINE CONDITIONING ONLY WHEN IT WOULD DO SO
8 FOR ITSELF."

9

10 A. Again, it is impossible to reconcile this position with the FCC's findings
11 in paragraph 643 of the *TRO* where it expressly found that "line
12 conditioning is properly seen as a routine network modification that
13 incumbent LECs **regularly perform** in order to provide xDSL services
14 **to their own customers.**" (emphasis added).

15

16 Q. FURTHER, THE JOINT PETITIONERS CLAIM THAT DISCUSSING
17 "ROUTINE NETWORK MODIFICATION" AS OCCURRING UNDER
18 RULE 51.319(a)(1)(iii) IS SIMPLY WRONG: THAT TERM DOES NOT
19 APPEAR ANYWHERE IN RULE 51.319(a)(1)(iii)." PLEASE
20 COMMENT.

21

22 A. The FCC's Routine Network Modification discussion, and its relation to
23 Line Conditioning are clearly articulated in paragraphs 642-644 of the
24 *TRO*. The very fact that the Rule 51.319(a)(1)(iii) may not mention the
25 phrase "routine network modifications" does not negate the FCC's

1 express findings in the *TRO*.

2

3 ***Item 37; Issue 2-19: Should the Agreement contain specific provisions***
4 ***limiting the availability of load coil removal to copper loops of 18,000***
5 ***feet or less? (Attachment 2, Section 2.12.2)***

6

7 Q. THE JOINT PETITIONERS STATE THAT "PETITIONERS ARE
8 ENTITLED TO OBTAIN LOOPS THAT ARE ENGINEERED TO
9 SUPPORT WHATEVER SERVICE WE CHOOSE TO PROVIDE."
10 PLEASE COMMENT.

11

12 A. BellSouth does not make any attempt to limit the services that the Joint
13 Petitioners wish to provide over the loops that they purchase as UNE's
14 from BellSouth. However, BellSouth is only obligated by the *TRO* to
15 provide line conditioning on loops at parity to what it does for itself.
16 Competitive Local Exchange Carriers ("CLECs") are then free to utilize
17 that loop to support whatever service the CLEC chooses to provide.

18

19 Q. DO YOU AGREE WITH THE JOINT PETITIONERS' STATEMENT
20 THAT "NOTHING IN ANY FCC ORDER PROVIDES BELL SOUTH
21 WITH A BASIS TO TREAT LINE CONDITIONING IN DIFFERENT
22 MANNERS DEPENDING ON THE LENGTH OF THE LOOP"?

23

24 A No. As I stated in my Supplemental Direct Testimony, the *TRO* clearly
25 states that BellSouth must perform the same line conditioning activities

1 for CLECs as it does for its own retail customers. Therefore,
2 BellSouth's procedures for providing line conditioning to its retail
3 customers is the same process and procedures that apply to the Joint
4 Petitioners. For its retail voice service customers, BellSouth adds or
5 does not add load coils depending on the length of the copper loop, as
6 set forth in Supplemental Direct Testimony, and, consistent with the
7 TRO, BellSouth has offered this same procedure to the Joint
8 Petitioners.

9
10 ***Item 38; Issue 2-20: Under what rates, terms and conditions should***
11 ***BellSouth be required to perform Line Conditioning to remove bridged***
12 ***taps? (Attachment 2, Sections 2.12.3 & 2.12.4)***

13
14 Q. DO YOU AGREE WITH THE JOINT PETITIONERS ASSERTION
15 THAT REMOVAL OF BRIDGED TAPS IS INCLUDED IN THE
16 DEFINITION OF LINE CONDITIONING?

17
18 A. No If BellSouth routinely removed bridged taps for its own retail
19 customers in order to provide xDSL services, then the removal of
20 bridged taps for CLECs would be included in the TRO definition of line
21 conditioning. As I stated in my direct testimony, because BellSouth
22 does not routinely remove bridged taps for its own xDSL customers,
23 such activity does not fall within the FCC's definition of line
24 conditioning in the TRO

1 Q DO YOU BELIEVE THAT BRIDGED TAP THAT IS LESS THEN 2,500
2 FEET IN LENGTH SIGNIFICANTLY IMPAIRS THE PROVISION OF
3 HIGH SPEED DATA TRANSMISSION?

4
5 A. No The policy of not removing bridged taps less than 2,500 feet
6 ("Short Bridged Taps") was established by both BellSouth and the
7 CLECs through the industry shared loop collaborative. Both BellSouth
8 and the CLECs in this collaborative would not have agreed to such a
9 policy if they believed that failing to remove Short Bridged Taps would
10 impair the provision of high speed data service Additionally, this joint
11 policy is consistent with industry standards for xDSL services, which
12 recommend bridged taps on loops to be between 2,500 feet and 6,000
13 feet in length. BellSouth's line conditioning policies are consistent with
14 these standards.

15
16 ***Item 46; Issue 2-28: Should the CLECs be allowed to incorporate any***
17 ***Commission decision that required BellSouth to provide FastAccess***
18 ***over UNE-P? (Attachment 2, Section 3.10.4)***

19
20 Q. THE JOINT PETITIONERS STATE "FOUR STATE COMMISSIONS,
21 GEORGIA, FLORIDA, KENTUCKY AND LOUSIANA HAVE AGREED."
22 PLEASE COMMENT.

23
24 A. While certain state commission have made some type of finding
25 regarding a requirement to provide DSL service for CLEC voice

1 customer served via UNEs, the Authority recently refused in the
2 ITC^DeltaCom arbitration to make such a finding. The Authority's
3 ruling is consistent with the state commissions of Kentucky, North
4 Carolina, South Carolina, Alabama, and Mississippi, all of which do not
5 require BellSouth to provide its DSL services to the end-user
6 customers of a CLEC.

7
8 Further, for those commissions that have made such a finding, no two
9 commissions have ordered the same terms and conditions as to how
10 their orders should be implemented. As a result, each order is
11 different, thereby imposing significant costs and burdens on BellSouth
12 in order for it to comply. It should also be noted that, as to the
13 Kentucky Commission's decision, the Kentucky legislature recently
14 passed legislation that prohibited the Kentucky Commission from
15 regulating broadband services.

16
17 And, even in those states where BellSouth has been ordered to
18 provide its DSL services on the CLEC's UNE-P facilities, a majority of
19 the CLECs in those states have not requested to adopt the necessary
20 interconnection agreement language that resulted from these orders
21 (when those types of adoptions were allowed prior to the FCC's all-or-
22 nothing rule) This historical lack of interest by a majority of CLECs
23 clearly supports BellSouth's position that not providing its DSL service
24 over the CLEC's UNE facilities is not anticompetitive.

25

1 Q. SUBPART (A) OF THE JOINT PETITIONERS ISSUE STATEMENT
2 ASKS THE QUESTION 'MAY BELLSOUTH REFUSE TO PROVIDE
3 DSL SERVICES TO CLEC'S CUSTOMERS ABSENT AN AUTHORITY
4 ORDER ESTABLISHING A RIGHT FOR IT TO DO SO?' WHAT IS
5 BELLSOUTH'S POSITION ON THE JOINT PETITIONERS' ITEM
6 46(A)?
7

8 A. As an initial matter, this issue makes no sense because the Authority
9 has found (like the FCC¹ and other state commissions) that BellSouth
10 has no obligation to provide its DSL service when a customer migrates
11 to a CLEC via UNEs Accordingly, the only answer to the issue as
12 phrased by the Joint Petitioners, based on applicable precedent, is an
13 unequivocal "Yes." Simply put, BellSouth is in full compliance with
14 Authority rulings and FCC orders on this issue.
15

¹ See Memorandum Opinion and Order, *In the Matter of GTE Telephone Operating Cos GTOC Tariff No 1*, 13 F C C rcd 22,466 at ¶1 (October 30, 1998) (emphasis added).

FCC Order No 02-247, *In the Matter of Joint Application by BellSouth Corporation, BellSouth Telecommunications, Inc , and Bellsouth Long Distance, Inc for Provision of In-Region, InterLATA Services in Georgia and Louisiana*, CC Docket No 02-35, Rel May 15, 2002 ("GALA271Order")

See 17 FCC Rcd at 17683, Para 164, see also Memorandum Opinion and Order, Application by BellSouth Corporation, et al , for Authorization to Provide In-region, Inter-LATA Services in Florida and Tennessee, 17 FCC Rcd 17595 (2002) and 17 FCC Rcd at 25922, para 178

In Re Deployment of Wireline Services Offering Advanced Telecommunications Capability, Order No FCC 99-355 in CC Docket Nos 98-147, 96-98 (Released December 9, 1999) (*Line Sharing Order*)

Third Report and Order on Reconsideration in CC Docket No 98-147 and *Fourth Report and Order on Reconsideration* in CC Docket No 96-98, Order No FCC 01-26 (Released January 19, 2001) (*Line Sharing Reconsideration Order*)

1 Q. SUBPART (B) OF THE JOINT PETITIONERS ISSUE STATEMENT
2 ASKS THE QUESTION "SHOULD CLEC BE ENTITLED TO
3 INCORPORATE INTO THE AGREEMENT, FOR THE TERM OF THIS
4 AGREEMENT, RATES, TERMS AND CONDITIONS THAT ARE NO
5 LESS FAVORABLE IN ANY RESPECT, THAN THE RATES TERMS
6 AND CONDITIONS THAT BELL SOUTH HAS WITH ANY THIRD
7 PARTY THAT WOULD ENABLE CLEC TO SERVE A CUSTOMER
8 VIA A UNE LOOP THAT MAY ALSO BE USED BY BELL SOUTH FOR
9 THE PROVISION OF DSL SERVICES TO THE SAME CUSTOMER?"
10 WHAT IS BELL SOUTH'S POSITION ON THE JOINT PETITIONERS
11 ITEM 46(B)?

12
13 A. Again, this issue makes no sense. Because the Authority has never
14 found that BellSouth is obligated to provide its DSL services over a
15 CLEC's UNE facilities, there are no rates, terms and conditions for the
16 Joint Petitioners to incorporate. To the extent the Joint Petitioners are
17 suggesting that they should be able to impose findings made by other
18 state commissions upon the Authority, this argument should fail for
19 several reasons.

20
21 First, the Authority is not bound by the decision of other state
22 commissions, especially on an issue that the Authority has previously
23 rejected. Second, in light of recent FCC rulings, the Joint Petitioners
24 cannot incorporate the rates, terms, and conditions relating to the
25 provision of BellSouth's DSL service over UNE-P that exists in other,

1 existing agreements. This is because the FCC recently interpreted
2 Section 252(i) of the Act to require CLECs to adopt another carrier's
3 interconnection agreement in its entirety. In doing so, the FCC
4 expressly prohibited what the Joint Petitioners are trying to do here –
5 that is “pick and choose” certain portions of other carriers’ agreements.
6 Furthermore, because the FCC prohibited the adoption of any
7 agreement that contains “frozen elements” in the *Interim Rules* Order,
8 even if the Joint Petitioners wanted to adopt prior agreements in their
9 entirety, such adoption would be prohibited.

10
11 Q. DO YOU AGREE WITH THE JOINT PETITIONERS POSITION THAT
12 BELL SOUTH SHOULD PROVIDE ITS DSL SERVICES TO END-
13 USERS “FREE OF CHARGE” UNTIL THIS ISSUE IS RESOLVED TO
14 THE SATISFACTION OF THE JOINT PETITIONERS?

15
16 A. No. The Joint Petitioners are attempting to reap a windfall at
17 BellSouth's expense. The Authority's prior decision on this very issue
18 found that BellSouth's position is not anti-competitive. The Authority
19 has never, and could not be expected to require BellSouth to provide
20 its services, particularly information services such as DSL at no charge
21 to end-user customers. To do so, even temporarily, would penalize
22 BellSouth (to the advantage of the Joint Petitioners) for complying with
23 current Authority and FCC rulings on this issue.

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF CARLOS MORILLO
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 04-00046
5 NOVEMBER 19, 2004
6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR BUSINESS
9 ADDRESS.

10
11 A. My name is Carlos Morillo. I am employed by BellSouth as Director – Policy
12 Implementation for the nine-state BellSouth region. My business address is 675
13 West Peachtree Street, Atlanta, Georgia 30375.

14
15 Q PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
16 AND EXPERIENCE

17
18 A. I graduated from West Virginia University in 1984 with Bachelor of Science
19 degrees in Economics & Geology. In 1986, I received a Masters in Business
20 Administration with concentrations in Economics and Finance from West
21 Virginia University. After graduation, I began employment with Andersen
22 Consulting supporting various projects for market research, insurance, and
23 hospital holding companies. In 1990, I joined MCI, Inc as a Business Analyst.
24 My responsibilities included supporting the implementation of processes and
25 systems for various business products and services. In addition to my Business

1 Analyst duties, I worked as a Financial Analyst evaluating the financial
2 performance of various price adjustments as well as promotion deployment,
3 including the state and Federal tariff filings. I was also a Product Development
4 Project Manager supporting the deployment of business services. In 1994, I
5 joined BellSouth International as a Senior Manager of IT Planning, and later
6 became Director of Business Development. In 1999, I became Director of e
7 Commerce in BellSouth's domestic operations and in 2002, Director of
8 International Audit. I assumed my current position in May of 2004.

9
10 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

11
12 A. Yes. I filed direct testimony on June 25, 2004 and supplemental direct testimony
13 on October 29, 2004.

14
15 Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL REBUTTAL
16 TESTIMONY?

17
18 A. The purpose of my supplemental rebuttal testimony is to respond to Joint
19 Petitioners supplemental direct testimony filed October 29, 2004 as it relates to
20 the remaining, unresolved policy issues in this proceeding pertaining to
21 Attachments 6 and 7 of the Interconnection Agreement. Specifically, my
22 supplemental rebuttal testimony addresses Issues 6-5, 7-1, 7-3, 7-5, 7-6, 7-7, 7-8,
23 7-9, 7-10 and 7-12.

1 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?

2

3 A. Yes. The remaining unresolved issues in this arbitration have underlying legal
4 arguments. Because I am not an attorney, I am not offering a legal opinion on
5 these issues I respond to these issues purely from a policy perspective
6 BellSouth's attorneys in BellSouth's Briefs will address issues requiring legal
7 argument.
8

9 *Item 88; Issue 6-5: What rate should apply for Service Date Advancement (a/k/a*
10 *service expedites)? (Attachment 6, Section 2.6.5)*

11

12 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

13

14 A BellSouth's obligations under Section 251 of the 1996 Act are to provide service
15 in standard intervals at cost-based prices. There is no Section 251 requirement
16 that BellSouth provide service in less than the standard interval. Nor is there any
17 requirement for BellSouth to provide faster service to its wholesale customers
18 than to its retail customers Because BellSouth is not required to provide
19 expedited service pursuant to the 1996 Act, the Petitioners' request is not
20 appropriate for a Section 251 arbitration, and it should not, therefore, be included
21 in the Agreement. If BellSouth elects to offer this service in the Agreement, it
22 should not be penalized for doing so by having TELRIC rates apply to a function
23 that is not even contemplated by the Act
24

25 Q PLEASE ADDRESS THE PETITIONERS' CONTENTIONS AT PAGE 87
26 THAT BELL SOUTH'S EXPEDITE CHARGES ARE EXCESSIVE, WERE

1 NOT SET BY THE COMMISSION AND DO NOT COMPORT WITH THE
2 TELRIC PRICING STANDARD.

3
4 A. First, BellSouth's expedite charges are set forth in BellSouth's FCC No. 1 Tariff,
5 Section 5 (which is an FCC-approved tariff). These are the same charges that
6 BellSouth's retail customers are charged when a retail customer requests service
7 in less than the standard interval. Such rates reflect the value of the expedited
8 service being provided. To the extent that a CLEC wants expedited service, the
9 CLEC should pay the same rates as BellSouth's retail customers. Regarding the
10 contention that expedite charges should reflect TELRIC pricing, the Petitioners
11 are incorrect. As noted above, BellSouth's obligation is to provide UNEs within
12 the standard interval. BellSouth has no obligation to provide CLECs with
13 expedited service. Because expedited service is not an obligation under Section
14 251, the cost-based pricing standards of Section 252(d) do not apply.

15
16 As a practical matter, if there were no charge or only a minor charge for expedited
17 service requests, it is likely that most CLEC orders would be expedited, causing
18 BellSouth to miss its standard intervals and its obligations to provide non-
19 discriminatory access. The result would be most, if not all, orders would either be
20 expedited or late, due to the volume of expedite orders that preempt other
21 scheduled orders with standard intervals. BellSouth's position on this issue is
22 reasonable and provides parity of service between how BellSouth treats CLECs
23 and how it treats its own retail customers.

1 ***Item 95; Issue 7-1: What limitations period should apply to charges under the***
2 ***agreement and should such limitations period apply to all issues related to billing***
3 ***under the agreement? (Attachment 7, Section 1.1.3)***
4

5 Q WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?
6

7 A. BellSouth's issue statement reflects that all charges incurred under the agreement
8 should be subject to the state's statute of limitations or applicable Commission
9 rules. The Petitioners' issue statement refers only to back billing; however, back
10 billing alone should not be subject to a shorter limitations period than any other
11 claims related to billing under the agreement. It is not appropriate to parse out
12 certain situations. All billing issues should be subject to the same time
13 limitations
14

15 Q. THE CLECS STATE THAT BACK BILLING SHOULD BE LIMITED TO 90
16 CALENDAR DAYS. IS THIS REASONABLE?
17

18 A. The CLECs' proposal is nonsensical and impractical. Due to the complexity of
19 BellSouth's billing systems, 90 days is not a sufficient amount of time for the
20 retrieval of billing data and records and any system programming to substantiate
21 and support the back billing of under-billed charges. While BellSouth strives to
22 bill incurred charges in a timely manner, it should not be forced to limit back
23 billing to 90 days. Further, state statutes and/or Commission Rules were instituted
24 because these governmental bodies recognized that there are many legitimate
25 situations in which back billing 6 months, one year or longer is appropriate to

1 ensure that companies that provide services are allowed to be properly
2 compensated. In the spirit of compromise, BellSouth has agreed to use the same
3 limitations period that the CLECs have agreed to use for the filing of billing
4 disputes – that is two (2) years. Since all billing issues should be handled under
5 the same conditions, a two-year period for all billing issues is a reasonable
6 compromise. It would be inherently unfair to allow one party to raise billing
7 issues for 2 years and the other to only be allowed to raise billing issues for 90
8 days, 6 months or any period less than two years.

9
10 Q. THE PETITIONERS ARGUE AT PAGE 95 THAT BACK-BILLING
11 ACCORDING TO STATE STATUTES IS TOO LENGTHY AND CREATES
12 BUSINESS UNCERTAINTY. PLEASE RESPOND.

13
14 A Back billing was established in state statutes and applies to all parties whether a
15 party is the initiator of the charge or the recipient. Because it works both ways, a
16 CLEC could be the recipient in one instance and the initiator in the other. Unless a
17 state commission has established a rule specific to telecommunications billing, the
18 state statute should apply Further, the rule or state statute should be applied to all
19 billing issues, not just back billing.

20
21 I do not agree that adhering to the state statute on billing issues creates
22 uncertainty First, such instances are expected to be few on both sides Second,
23 other businesses are bound by state statute and accept the time limitations and the
24 potential billing that results as a cost of doing business. Third, the Petitioners
25 want a time certain (90 days) across all states. CLECs deal, just as BellSouth

1 does, with different treatment of issues in different states For example, every
2 state has different UNE prices, different collocation intervals and requirements
3 and a host of other differences due to decisions by the state commissions, such as
4 the decisions that will result from this arbitration proceeding I don't agree that it
5 is necessary to establish a single 90-day time limit, and I don't agree that the
6 statute of limitations creates business uncertainty.

7
8 Q. AT PAGE 98, THE PETITIONERS CITE TO SECTION 2.1.7 OF THE
9 AGREEMENT TO DEMONSTRATE THAT BELL SOUTH HAS AGREED TO
10 LIMIT BILLING DISPUTES TO NO MORE THAN TWO
11 YEARS. PLEASE RESPOND.

12
13 A. The language of Section 2.1.7 of Attachment 7 deals with billing that has already
14 occurred and for which a billing dispute has not yet been filed. In that instance,
15 the parties agreed to a two-year limit on the filing of new billing disputes. Based
16 on their reference to Section 2.1.7, the Petitioners apparently believe that two
17 years for filing new billing disputes would not create business uncertainty.
18 Because BellSouth has agreed to two years in Section 2.1.7, BellSouth would
19 agree to two years for back billing in Tennessee.

20
21 ***Item 97; Issue 7-3: When should payment of charges for service be due? (Attachment***
22 ***7, Section 1.4)***

1 Q WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

2

3 A. Payment for services should be due on or before the next bill date (Payment Due
4 Date) in immediately available funds.

5

6 Q. PLEASE PROVIDE RATIONALE FOR BELL SOUTH'S POSITION.

7

8 A. First, the due date requirements as listed in the Access Tariff cannot be
9 differentiated from the due dates for contract rates, both of which appear on the
10 bill. Further, all customer due dates and treatments are generated the same way;
11 therefore, it is not possible to do something different for one customer versus
12 another. Any such change would require a work request, which would apply to all
13 customers. In addition, BellSouth has no way to know when the customer actually
14 receives the bill; thus, it is not reasonable to expect that treatment could be based
15 upon the date the customer receives the bill. Furthermore, BellSouth offers
16 electronic transmission of bills, which would allow Petitioners to receive bills
17 sooner and allow more time for review.

18

19 Q AT PAGE 104, THE PETITIONERS COMPLAIN THAT THEY NEED AT
20 LEAST 30 CALENDAR DAYS TO REVIEW AND PAY INVOICES. IS THAT
21 REASONABLE?

22

23 A No. There is no legitimate reason to allow the Petitioners a full thirty calendar
24 days after receiving a bill to make payment. BellSouth invoices each CLEC every
25 30 days, just as it does for retail customers. The bill date is the same each month.

1 and each CLEC is aware of its billing due date. Moreover, a CLEC can elect to
2 receive its bills electronically so as to minimize any delay in bill printing and
3 receipt. To the extent a CLEC has questions about its bills, BellSouth cooperates
4 with that CLEC to provide responses in a prompt manner and resolve any issue. It
5 is reasonable for payment to be due before the next bill date. Furthermore, in a
6 given month if special circumstances warrant, a CLEC may request an extension
7 of the due date and BellSouth does not unreasonably refuse to grant such a
8 request.

9
10 Q ALSO AT PAGE 104, THE PETITIONERS ALLEGE THAT BELL SOUTH IS
11 "CONSISTENTLY UNTIMELY IN POSTING OR DELIVERING ITS BILLS"
12 AND THAT THERE ARE CIRCUMSTANCES WHEN BELL SOUTH'S
13 INVOICES ARE "INCOMPLETE AND/OR INCOMPREHENSIBLE." PLEASE
14 COMMENT.

15
16 A. Regarding the allegation of untimely bills, from the time the electronic bill goes
17 out (generally 4-6 days after 'bill period'), the CLEC generally has 22 days to
18 review and pay its bill. For example, if the bill day is the first of the month, the
19 billing systems normally pull the data 3-4 days later (say on the 5th). It takes
20 approximately 24 hours for the billing systems to run, sometime after which an
21 electronic feed can be sent. Paper bills will take longer. The due date is generally
22 30 days after the bill period. Therefore, the CLEC has approximately three weeks
23 to pay its bill after receipt. Regarding the allegation of "incomplete and/or
24 incomprehensible" bills, the CLECs do not support this allegation with examples
25 or other factual evidence. If the CLECs would provide such evidence, BellSouth

1 will be glad to investigate

2

3 ***Item 99; Issue 7-5: What recourse should a Party have if it believes the other Party is***
4 ***engaging in prohibited, unlawful or improper use of its facilities or services, abuse of***
5 ***the facilities or noncompliance with the Agreement or applicable tariffs? (Attachment***
6 ***7, Section 1.7.1)***

7

8 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

9

10 A Each Party should have the right to suspend or terminate service in the event it
11 believes the other party is engaging in one of these practices and the other party
12 does not cease such activity promptly.

13

14 Q. PETITIONERS SAY AT PAGE 107, THAT "SUCH SUSPENSION OR
15 TERMINATION SHOULD NOT BE IMPOSED UNILATERALLY BY ONE
16 PARTY OVER THE OTHER'S WRITTEN OBJECTIONS TO OR DENIAL OF
17 SUCH ACCUSATIONS." THEY SUBSEQUENTLY STATE THAT THE
18 DISPUTE RESOLUTION PROCESS SHOULD BE USED INSTEAD OF
19 UNILATERAL ACTION. PLEASE RESPOND.

20

21 A. The Petitioners suggest that if they disagree with BellSouth's notice, they can
22 continue to engage in the improper action until the state commission rules, which
23 could be a year later. This is clearly an unacceptable position. Importantly,
24 BellSouth's language states that BellSouth reserves the right to suspend or
25 terminate service -not that BellSouth will take such action. If the CLEC fails to

1 address the problem, then action will likely be taken. BellSouth's tariffs define the
2 type of activity addressed by this issue and such activity should not be taken
3 lightly or allowed to continue for a protracted period of time. Listening in on
4 party lines, impersonation of another with fraudulent intent, harassing phone calls,
5 threatening calls, use of profane or obscene language, etc., are a few examples of
6 the activities that could cause suspension or termination of service if not
7 immediately ceased or corrected. Because BellSouth cannot suspend access to
8 LENS on a service-by-service basis, suspension would necessarily impact the
9 CLEC on all services. On the other hand, termination of service can be
10 accomplished on a service-by-service basis. BellSouth may decide to take action
11 with respect to a specific service, but at the same time, if the situation is serious
12 enough and the CLEC fails to take appropriate action or gives no indication that it
13 intends to take action, BellSouth needs the ability to take the appropriate
14 correction action through suspension or termination of the service.

15
16 Q WHAT ACTION WOULD BELLSOUTH TAKE IN THE EVENT IT HAS
17 EVIDENCE THAT A CLEC IS ENGAGING IN PROHIBITED, UNLAWFUL
18 OR IMPROPER USE OF BELLSOUTH'S FACILITIES OR SERVICES,
19 ABUSE OF THE FACILITIES OR NONCOMPLIANCE WITH THE
20 AGREEMENT OR APPLICABLE TARIFFS?

21
22 A. BellSouth's language states that BellSouth reserves the right to suspend or
23 terminate service - not that BellSouth will take such action. If the CLEC fails to
24 address the problem, then action will likely be taken. BellSouth's tariffs define
25 the type of activity addressed by this issue and such activity should not be taken

1 lightly or allowed to continue for a protracted period of time. Listening in on
2 party lines, impersonation of another with fraudulent intent, harassing phone calls,
3 threatening calls, use of profane or obscene language, etc., are a few examples of
4 the activities that could cause suspension or termination of service if not
5 immediately ceased or corrected. Because BellSouth cannot suspend access to
6 LENS on a service-by-service basis, suspension would necessarily impact the
7 CLEC on all services. On the other hand, termination of service can be
8 accomplished on a service-by-service basis. BellSouth needs the ability to take
9 the appropriate correction action through suspension or termination of the service
10 if the CLEC fails to cure the improper or illegal use. Moreover, since BellSouth
11 will provide notice to the CLEC in the event it intends to suspend or terminate
12 service as a result of such egregious activity, in the event that the parties are
13 unable to reach an amicable solution to curb the activity, the CLEC may file a
14 complaint at the Commission.

15
16 ***Item 100; Issue 7-6: To avoid suspension or termination, should CLEC be required to***
17 ***pay additional amounts that become past due after the Notice of Suspension or***
18 ***Termination for Nonpayment is sent? (Attachment 7, Section 1.7.2)***

19
20 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

21
22 A. Yes, if the CLEC receives a notice of suspension or termination from BellSouth
23 as a result of the CLEC's failure to pay timely, the CLEC should be required to
24 pay all amounts that are past due as of the date of the pending suspension or
25 termination action.

1 Q. PLEASE PROVIDE SUPPORT FOR YOUR POSITION.

2

3 A. By definition, the collections process is triggered when a customer does not pay
4 their bills according to the terms of the Agreement. Once in collections, the risk
5 associated with the customer is higher, based on the customer's own behavior
6 Under the Petitioners' proposed language, BellSouth would be limited to
7 collecting the amount that was stated in the past due letter regardless of the
8 customer's payment performance for subsequent bill cycles. Often, after receipt of
9 a notice of past-due charges, the Parties will enter into discussions related to
10 payment arrangements in an effort to resolve the issue without the need for
11 suspension or termination. During this time, while BellSouth is working with the
12 CLEC to avoid disruption of service to end users, even though the CLEC has not
13 paid for the services, BellSouth is continuing to provide service to the CLEC and
14 any additional payments that become past due subsequent to the first notice
15 should be rectified by the CLEC at the same time as it pays for the original past
16 due charges. This situation only arises when a CLEC fails to fulfill its most
17 fundamental contractual obligation, paying for the services it receives, and
18 BellSouth should not be penalized for its efforts in continuing to provide services
19 while payment arrangements are worked out. Indeed, it would not be in the end
20 users' best interests to incent BellSouth to take a stricter approach to suspending
21 or discontinuing service when a CLEC fails to make the payments that it is
22 contractually obligated to make in a timely manner. BellSouth has the right and
23 responsibility to protect itself from the higher risk associated with non-payment
24 by insuring that customers are not allowed to continue to stretch the terms of the
25 contract and increase the likelihood of bad debt.

1 Q. PETITIONERS SAY AT PAGE 109 THAT ONLY THE PAST DUE
2 AMOUNTS EXPRESSLY AND PLAINLY INDICATED ON THE NOTICE OF
3 TERMINATION SHOULD BE REQUIRED TO BE PAID TO AVOID
4 SUSPENSION OR TERMINATION. PLEASE COMMENT.

5
6 A. Allow me to clarify the collections process for past due amounts. For IBS billed
7 services (non-designed, i.e., UNE-P, etc.), if a customer becomes past due and
8 BellSouth sends a treatment letter requiring the customer to pay a certain past due
9 amount or lose access to BellSouth ordering systems, BellSouth will require that
10 the customer pay that certain amount and any additional amounts for which the
11 customer has received additional treatment letters, or lose access to ordering
12 systems. BellSouth would not withhold access to ordering systems for amounts
13 where collections notice had not been made to the customer. If, however, the
14 customer does not comply and access to ordering systems is denied, payment of
15 all additional amounts that have become past due will be required in order to
16 restore access to the ordering systems. The process for disconnection of service
17 would work in a similar manner. BellSouth would not disconnect a customer if
18 payment were made for all amounts for which a notice has been sent.

19
20 CABS billed services (i.e., designed services) are collected differently. Because
21 the system does not have the capability to issue notices mechanically, the
22 treatment process is more manual. If a notice is sent to a customer for past due
23 balances, and during that treatment process, additional payments become past
24 due, BellSouth will require the customer to pay the amount on the notice, plus any
25 additional amounts that have become past due in order to avoid suspension or

1 termination of services.

2

3 ***Item 101; Issue 7-7: How many months of billing should be used to determine the***
4 ***maximum amount of the deposit? (Attachment 7, Section 1.8.3)***

5

6 Q WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

7

8 A It is BellSouth's position that the average of two (2) months of actual billing for
9 existing customers or estimated billing for new customers should be used to
10 determine the maximum amount of the deposit. Such a deposit is consistent with
11 the standard practice in the telecommunications industry and BellSouth's practice
12 with its end users.

13

14 Q AT PAGE 112 OF THEIR TESTIMONY, THE PETITIONERS STATE THAT
15 EXISTING CLECS SHOULD BE SUBJECT TO ONLY ONE AND ONE HALF
16 MONTH'S BILLING AS A DEPOSIT THAT IS BASED UPON THE MOST
17 RECENT SIX MONTH PERIOD. PLEASE ADDRESS THESE
18 POINTS

19

20 A. First, BellSouth would agree to use the Petitioners' most recent six-month period
21 to establish the deposit amount. However, BellSouth does not agree with only one
22 and one-half month's billing as a deposit. BellSouth's policy of requiring a
23 deposit of no more than two months of a CLEC's estimated billings is consistent
24 with industry standards. Most telecommunications companies require deposits
25 from their customers to reduce potential losses if a customer ceases to pay its

1 bills. BellSouth is no different. BellSouth is simply using sound business criteria
2 for determining the credit risk of our customers to protect the Company from
3 excessive bad debt. Two months is necessary because BellSouth must wait
4 approximately 74 days before it can disconnect a customer for non-payment.
5 Having a deposit that covers two months of billing still leaves BellSouth at risk of
6 covering 14 days of billing. In today's telecom world, requiring a deposit of two
7 month's billing is necessary and demonstrates sound business rationale.

8
9 Q. DO THE PETITIONERS HAVE ESTABLISHED POLICIES REGARDING
10 THE EQUIVALENT AMOUNT OF DEPOSIT THAT MAY BE REQUIRED?

11
12 A. Yes. In many states in BellSouth's region, including Georgia and Kentucky,
13 KMC, NuVox, NewSouth and Xspedius have tariffs in place that specify a deposit
14 amount not to exceed two and one-half months of a customer's estimated monthly
15 billing.

16
17 Q. AT PAGE 113, THE PETITIONERS ARGUE THAT EXISTING CLECS
18 SHOULD HAVE A LESSER DEPOSIT THAN NEW CLECS. DO YOU
19 AGREE?

20
21 A. No. The Petitioners argue that their one and one-half month actual billing deposit
22 proposal is reasonable given their long, substantial business relationships with
23 BellSouth. During the last 2 years, however, a very large number of BellSouth's
24 customers have made timely payments up until the day they filed bankruptcy.
25 Payment history is an indication of how a customer performed in the past, but not

1 how it will perform in the future. A compilation of data including how the debtor
2 pays other suppliers, management history, company history, financial
3 information, and bond rating (indicates the company's ability to obtain financing)
4 all help paint a picture of how a company will perform in the future. A long
5 relationship does not in any way measure credit risk. For example, WorldCom,
6 Adelphia, Cable and Wireless and Global Crossing all had a long relationship
7 with BellSouth, yet filed for bankruptcy.

8
9 In the event a CLEC fails to pay (after maintaining a good payment history or
10 otherwise), BellSouth is faced with a lengthy process before it can disconnect
11 service. In addition to the period of time for which the CLEC did not pay,
12 BellSouth may be required to provide an additional month (or more) of service
13 while notice is being given and the disconnection process is taking place. This
14 results in at least two months of outstanding debt, even if the CLEC made timely
15 payments prior to that point. As stated previously, a deposit of two months billing
16 is necessary and demonstrates sound business rationale.

17
18 Furthermore, the two-month requirement is extremely reasonable given that
19 BellSouth will refund, return or release any security deposit within 30 calendar
20 days of determining that the customer's creditworthiness indicates a deposit is no
21 longer necessary

1 ***Item 102; Issue 7-8: Should the amount of the deposit BellSouth requires from the***
2 ***CLEC be reduced by past due amounts owed by BellSouth to the CLEC? (Attachment***
3 ***7, Section 1.8.3.1)***

4
5 Q WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

6
7 A. No, a CLEC's deposit should not be reduced by past due amounts owed by
8 BellSouth to the CLEC. The CLEC's remedy for addressing non-disputed late
9 payment by BellSouth should be suspension/termination of service or assessment
10 of interest/late payment charges similar to BellSouth's remedy for addressing late
11 payment by the CLEC. KMC has already pursued one of these options with
12 BellSouth – they can bill BellSouth for late payment charges today.

13
14 BellSouth is within its rights to protect itself against uncollectible debts on a non-
15 discriminatory basis. BellSouth *must* protect against unnecessary risk while
16 providing service to all requesting CLEC providers. The Petitioners are not faced
17 with the same obligation.

18
19 BellSouth is willing to agree that, in the event that a deposit or additional deposit
20 is requested of the CLEC, such deposit request shall be reduced by an amount
21 equal to the undisputed past due amount, if any, that BellSouth owes the CLEC
22 for reciprocal compensation payments pursuant to Attachment 3 of the
23 Interconnection Agreement at the time of the request by BellSouth for a deposit.
24 However, when BellSouth pays CLEC the undisputed past due amount, BellSouth
25 would be unsecured to the extent of that amount unless there is an obligation on
26 the CLEC's part to provide the additional security necessary to establish the full

1 amount of the deposit that BellSouth originally required. Consequently, any such
2 obligation to offset undisputed past due amounts owed by BellSouth against a
3 deposit request would only be reasonable if BellSouth would be secured in the
4 full amount upon payment by BellSouth of any undisputed past due amount
5

6 Q AT PAGE 115, THE PETITIONERS STATE THAT THEY HAVE CONCEDED
7 TO GIVE UP THE RIGHT TO RECIPROCAL DEPOSITS. HOWEVER, IF
8 THEY DO NOT COLLECT DEPOSITS, PETITIONERS SAY THEY SHOULD
9 "AT LEAST HAVE THE ABILITY TO REDUCE THE AMOUNT OF
10 SECURITY DUE TO BELL SOUTH BY THE AMOUNTS BELL SOUTH
11 OWES." PLEASE RESPOND.
12

13 A. The Petitioners' proposal is administratively unmanageable and overly simplistic
14 The Petitioners' provide no explanation as to how it could be accomplished.
15 Security deposits are established due to a risk of non-payment, not a risk of slow-
16 payment. Deposit amounts relate directly to the risk of default. BellSouth has
17 never defaulted on its payments. Because BellSouth is not buying UNEs and other
18 services from CLECs, there is no reciprocal need for BellSouth to pay a deposit.
19 The problem the Petitioners seek to resolve is not a default issue for which a
20 deposit would be required; it is a slow payment issue. Slow payment should be
21 treated through suspension/termination of service or the application of late
22 payment charges as noted above.
23

24 Q. THE PETITIONERS, AT PAGES 115-116, STATE THAT BELL SOUTH DOES
25 NOT HAVE A GOOD PAYMENT RECORD; THUS, REDUCED DEPOSIT

1 AMOUNTS IS A REASONABLE MEANS TO PROTECT THE
2 PETITIONERS' FINANCIAL INTERESTS. PLEASE RESPOND.
3

4 A In the past 12 months, BellSouth has paid or disputed 91% of the invoices
5 received from Xspedius Communications and Xspedius Corporation within 30
6 days of receipt of these invoices. Since December 2003, BellSouth has paid or
7 disputed 97% of the invoices received from NuVox within 30 days of receipt of
8 these invoices. In the past 12 months, BellSouth has paid or disputed 38% of the
9 invoices received from KMC within 30 days of receipt of these invoices. There
10 have been numerous delays by KMC in providing their invoices to BellSouth
11 causing delays in payments and additional work effort to verify and pay these
12 invoices. Both companies have been working together to resolve these delays and
13 progress is being made on the receipt and payment of future invoices. BellSouth
14 has not received invoices from NewSouth since March 2001 due to bill and keep
15 clauses in their interconnection agreement with BellSouth.
16

17 ***Item 103; Issue 7-9: Should BellSouth be entitled to terminate service to a CLEC***
18 ***pursuant to the process for termination due to non-payment if the CLEC refuses to***
19 ***remit any deposit required by BellSouth within 30 calendar days? (Attachment 7,***
20 ***Section 1.8.6)***
21

22 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?
23

24 A Yes, BellSouth should be permitted to terminate service to a CLEC if the CLEC
25 refuses to remit any deposit required by BellSouth within 30 calendar days. Thirty

1 calendar days is a reasonable time period within which a CLEC should meet its
2 fiscal responsibilities.

3
4 Q PLEASE EXPLAIN BELL SOUTH'S POSITION

5
6 A. The purpose of the deposit is to help mitigate BellSouth's risk as it provides
7 services worth millions of dollars every month to CLECs. BellSouth has incurred
8 losses on several occasions over the past few years where a CLEC, for one reason
9 or another, did not or was unable to pay its bills. CLECs are valued customers;
10 however, BellSouth has a responsibility to its shareholders and to its other
11 customers to not assume unnecessary risk

12
13 Q. ON PAGE 117 OF THEIR TESTIMONY, THE PETITIONERS STATE THAT
14 BELL SOUTH'S LANGUAGE WOULD ALLOW BELL SOUTH TO
15 CIRCUMVENT THE DISPUTE RESOLUTION PROVISIONS OF THE
16 AGREEMENT. DO YOU AGREE?

17
18 A. No. The customer has 30 days to dispute the deposit request. To take more time is
19 not reasonable if the customer has a legitimate reason for not paying the deposit.
20 The Petitioners should first send their dispute issue to BellSouth in writing and
21 BellSouth will respond in writing outlining the criteria for the deposit amount and
22 why BellSouth believes the deposit matches the business risk. The dispute would
23 likely go to arbitration; however, if the dispute lingers for more than 60 days,
24 BellSouth's position is that the deposit should be placed in escrow until the
25 dispute is resolved. CLECs have been known to go to a state commission with no

1 legitimate reason to dispute the deposit request, but just to delay paying the
2 deposit.

3
4 ***Item 104; Issue 7-10: What recourse should be available to either Party when the***
5 ***Parties are unable to agree on the need for or amount of a reasonable deposit?***
6 ***(Attachment 7, Section 1.8.7)***

7
8 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

9
10 A. If a CLEC does not agree with the amount or need for a deposit requested by
11 BellSouth, the CLEC may file a petition with the Commission for resolution of
12 the dispute and BellSouth would cooperatively seek expedited resolution of such
13 dispute. BellSouth shall not terminate service during the pendency of such a
14 proceeding provided that the CLEC posts a payment bond for the amount of the
15 requested deposit during the pendency of the proceeding. It would not be
16 reasonable to expect BellSouth to remain completely, or inadequately, unsecured
17 during the pendency of a proceeding -- the purpose of which is to determine if
18 there is a need for a deposit. In fact, to allow such a situation would simply
19 encourage CLECs that are on the verge of filing bankruptcy to file a complaint in
20 order to delay the payment of a deposit while they ready themselves for
21 bankruptcy filing. A requirement that the CLEC post a payment bond takes into
22 consideration the disagreement between the parties with respect to the need for or
23 the amount of a deposit request but also protects BellSouth during the resolution
24 of any dispute over the amount of the deposit.

1 Q. WITH REGARD TO POSTING A BOND, THE PETITIONERS STATE AT
2 PAGE 119 THAT “BELLSOUTH’S PROPOSED LANGUAGE WOULD
3 EFFECTIVELY ALLOW BELLSOUTH TO OVERRIDE THE DISPUTE
4 RESOLUTION PROVISIONS OF THE AGREEMENT BY TERMINATING
5 SERVICE TO A CLEC IF THE CLEC DOES NOT POST A PAYMENT
6 BOND...” PLEASE RESPOND.

7
8 A. BellSouth has a responsibility to ensure that risk of nonpayment is minimized and
9 posting a bond or requiring the CLEC to pay into an escrow account serves to
10 minimize BellSouth’s risk. In the past two years there have been three instances in
11 which BellSouth has asked a state commission to require a CLEC to pay a deposit
12 where the CLEC has not done so. In all three instances, while BellSouth was
13 waiting for state commission action, the CLEC filed for bankruptcy. In order for
14 BellSouth to minimize the risk of financial loss, BellSouth requests this
15 Commission require a CLEC to post a bond while a deposit dispute is pending.

16
17 ***Item 106; Issue 7-12: To whom should BellSouth be required to send the 15-day notice***
18 ***of suspension of access to LENS? (Attachment 7, Section 1.91.)***

19
20 Q WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

21
22 A. The 15-day computer-generated notice stating that BellSouth may suspend a
23 CLEC’s access to BellSouth’s ordering systems should go to the individual(s) that
24 the CLEC has identified as its Billing Contact(s) Since this notice is computer
25 generated it will be sent to the individuals that the CLEC has identified as its

1 Billing Contact and that are loaded into the billing system. If the CLEC wishes to
2 identify additional individuals for the receipt of such notices it may do so and
3 those individuals will be added to that system as CLEC Billing Contacts. Notices,
4 not system generated, of security deposits and suspension or termination of
5 services shall be sent via certified mail to the individual(s) listed in the Notices
6 provision of the General Terms and Conditions of the Agreement in addition to
7 the CLEC's designed billing contact.
8

9 Q. PETITIONERS STATE, AT PAGES 121-122, THAT BECAUSE ACCESS TO
10 ORDERING SYSTEMS IS SO IMPORTANT TO CLECS THAT BELL SOUTH
11 SHOULD SEND THE INITIAL NOTICE TO BOTH THE CLEC'S BILLING
12 CONTACT AS WELL AS THE CONTACT IDENTIFIED IN THE GENERAL
13 TERMS AND CONDITIONS OF THE AGREEMENT. DO YOU AGREE?
14

15 A. The notice of suspension will be sent to the contact that the CLEC has designated
16 as the billing contact for the account. The notice is sent mechanically, and
17 BellSouth's systems only have the capability to send the notice to a single contact
18 BellSouth agrees with the Petitioners that access to systems is important to the
19 CLECs. It is BellSouth's responsibility to make sure the notice is sent. It should
20 be the responsibility of the CLEC to implement internal processes to make sure
21 their personnel notify the appropriate management within their company should
22 they be in receipt of such a notice.
23
24
25

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

4

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF EDDIE L OWENS
3 BEFORE THE TENNESSEE REGULATORY AUTHORITY
4 DOCKET NO. 04-00046
5 NOVEMBER 19, 2004
6
7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND
8 YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS,
9 INC. ("BELLSOUTH").
10
11 A. My name is Eddie L Owens. My business address is
12 675 West Peachtree Street, Atlanta, Georgia 30375. I am currently a
13 Manager - Interconnection Services Local Operations and have served
14 in my present position since October 2000.
15
16 Q. ARE YOU THE SAME EDDIE L. OWENS THAT FILED
17 SUPPLEMENTAL DIRECT TESTIMONY IN THIS PROCEEDING?
18
19 A. Yes I filed Supplemental Direct Testimony on October 29, 2004
20
21 Q WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY FILED
22 TODAY?
23
24 A. My testimony provides rebuttal to the direct testimony of KMC Telecom
25 V, Inc & KMC Telecom III LLC ("KMC"), NewSouth Communications

1 Corp ("NewSouth"), NuVox Communications Corp. ("NuVox"), and
2 Xspedius Companies ("Xspedius"), collectively as "Joint Petitioners", in
3 a Joint Petition for Arbitration filed with the Tennessee Regulatory
4 Authority ("Authority") on February 11, 2004. Specifically, I will
5 address the following issue numbers, in whole or in part: 6-11 (Item 94)
6 and 7-2 (Item 96).

7
8 **Item No. 94; Issue No. 6-11 [Sections 3.1.2, 3.1.2.1]: (A) Should the mass**
9 **migration of customer service arrangements resulting from mergers,**
10 **acquisitions and asset transfers be accomplished by the submission of**
11 **an electronic LSR or spreadsheet? (B) If so, what rates should apply?**
12 **(C) What should be the interval for such mass migrations of services?**

13
14 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

15
16 A. BellSouth believes that this issue (including all subparts) is not
17 appropriate for arbitration in this proceeding because it involves a
18 request by the Competitive Local Exchange Carriers ("CLECs") that is
19 not encompassed within BellSouth's obligations pursuant to Section
20 251 of the 1996 Act.

21
22 Q. SUBPART (A) OF THIS ISSUE ASKS THE QUESTION "SHOULD
23 THE MASS MIGRATION OF CUSTOMER SERVICE
24 ARRANGEMENTS RESULTING FROM MERGERS, ACQUISITIONS
25 AND ASSET TRANSFERS BE ACCOMPLISHED BY THE

1 SUBMISSION OF AN ELECTRONIC LSR [THAT IS, A LOCAL
2 SERVICE REQUEST] OR SPREADSHEET?" WHAT IS
3 BELL SOUTH'S POSITION ON SUBPART (A) OF THIS ISSUE?
4

5 A. As stated in my Supplemental Direct Testimony, as to subpart (A),
6 BellSouth's position is that each and every merger, acquisition, or
7 asset transfer is unique and requires project management and
8 planning to ascertain the appropriate manner in which to accomplish
9 the transfer, including how orders should be submitted. BellSouth's
10 mergers and acquisitions process is posted on BellSouth's
11 interconnection website' http://www.interconnection.bellsouth.com/ma_process/
12 This process identifies the steps that need to be taken by a CLEC to
13 initiate a mergers and acquisition request to BellSouth. All of the forms
14 needed to submit a request for mergers and/or acquisitions, including
15 spreadsheet templates, are provided on this website for the CLECs to
16 use as part of the mergers and acquisition process.
17

18 BellSouth does not have an obligation to provide electronic ordering for
19 this service simply because the low volumes of this type of request do
20 not warrant the expenditures and resources that would be necessary to
21 mechanize this ordering process. However, as stated above,
22 BellSouth does allow the submission of spreadsheets as part of the
23 process.
24
25

1 Q. THE JOINT PETITIONERS CLAIM, ON PAGE 90 OF THEIR
2 TESTIMONY, THAT "BECAUSE MASS MIGRATIONS ESSENTIALLY
3 AMOUNT TO BULK PORTING SITUATIONS, THEY ARE NOT
4 EXTRAORDINARILY COMPLEX AND DO NOT REQUIRE
5 BELLSOUTH TO DO NEW AND UNIQUE THINGS." DO YOU
6 AGREE?

7
8 A. No. Mass migrations and bulk number porting are not necessarily the
9 same. For example, bulk number porting is simply number porting on
10 a bulk basis. On the other hand, mass migrations associated with
11 mergers, acquisitions, and/or asset transfers are, by their nature,
12 unique situations that do not necessarily require number porting. One
13 example of this would be if Company A acquired Company B. This
14 would result in Company A obtaining all of Company B's switches and
15 eliminating any need for porting. In this situation, however, the transfer
16 of all of the services that terminate to Company B's collocation spaces,
17 whether tariffed services or unbundled network elements, would need
18 to be coordinated with the transfer of the collocation space to ensure
19 that service could be maintained and that the various databases and
20 systems that are involved in the provisioning and maintenance of these
21 circuits and the collocation spaces would all reflect the new owner.
22 Failure to coordinate this effort would result in orders not being able to
23 be provisioned due to incorrect information residing in one or more
24 systems.

25

1 Further, NewSouth has had discussions with BellSouth's mergers and
2 acquisitions team regarding the merger of NewSouth and Nuvox. And,
3 they are fully aware that this type of merger is more than just bulk
4 number porting. In fact, this team has explained to NewSouth what
5 must be done to accomplish such a merger but NewSouth/NuVox
6 informed BellSouth that they will not initiate a mergers and acquisitions
7 request until this arbitration proceeding is resolved. The fallacy of this
8 approach is that, instead of negotiating and agreeing to a uniform
9 process that will apply throughout BellSouth's region, NewSouth and
10 NuVox have chose instead to delay any actual merger by litigating this
11 issue and thus risk obtaining nine different mergers and acquisition
12 requirements.

13
14 BellSouth has worked for more than a year to develop a process that
15 will permit all of the various services that a carrier purchases to be
16 transferred in an orderly manner pursuant to one process and in
17 timeframes that the parties will negotiate based on the prioritization
18 that the carrier's needs dictate.

19
20 As previously stated, this process will coordinate the transfer of all
21 services provided by BellSouth and will ensure a seamless transfer.
22 What the CLECs fail to appreciate is that it is in BellSouth's best
23 interests to have its records accurately reflect the appropriate
24 responsible party, just as it is in the CLEC's best interests to have
25 BellSouth's records accurately reflect its circuits, etc. And BellSouth

1 has accomplished this goal with its current proposal – a proposal that
2 the Joint Petitioners refuse to even try before litigating.

3

4 Q. SUBPART (B) OF THIS ISSUE ASKS THE QUESTION “IF SO, WHAT
5 RATES SHOULD APPLY?” WHAT IS BELL SOUTH’S POSITION ON
6 SUBPART (B) OF THIS ISSUE?

7

8 A. As to application of rates as referenced in subpart (B), BellSouth
9 believes that the rates, by necessity, must be negotiated between the
10 Parties based upon the particular services to be transferred and the
11 type and quantity of work involved. This negotiation of rates and
12 intervals is included in the transfer agreement that is part of the
13 mergers and acquisition process that I mentioned previously.
14 BellSouth is working to provide a list of the applicable rates that can be
15 included in the mergers and acquisitions process discussed above.
16 This list will be added to the merger and acquisition process available
17 on the website referenced above. This will give the CLECs an idea of
18 the charges involved based on the types and volumes of services
19 involved in the merger and/or acquisition.

20

21 Q SUBPART (C) OF THIS ISSUE ASKS “WHAT SHOULD BE THE
22 INTERVAL FOR SUCH MASS MIGRATIONS OF SERVICES?”
23 WHAT IS BELL SOUTH’S POSITION ON SUBPART (C) OF THIS
24 ISSUE?

25

1 A. BellSouth's position is that no finite interval can be set to cover all
2 potential situations. While shorter intervals can be committed to, and
3 met for, small simple projects, larger and more complex projects
4 require much longer intervals and prioritization and cooperation
5 between the Parties. The experience that BellSouth has, with the
6 limited number of mergers and acquisition requests it has received,
7 demonstrates that each such request is unique and requires flexibility
8 on the part of BellSouth and the CLECs involved to accomplish the
9 merger and/or acquisition successfully. This being said, BellSouth is
10 working to establish interval guidelines that will be added to the merger
11 and acquisition document referenced above. The intervals will be set
12 based on the volumes and types of services involved in the merger
13 and/or acquisition.

14

15 **Item No. 96; Issue 7-2: (A) What charges, if any, should be imposed for**
16 **records changes made by the Parties to reflect changes in corporate**
17 **names or other LEC identifiers such as OCN, CC, CIC and ACNA? (B)**
18 **What intervals should apply to such changes? (Attachment 7, Section**
19 **1.2.2)**

20

21 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

22

23 A. First, this issue (including subparts A & B) is not appropriate for
24 arbitration in this proceeding because it involves a request by the
25 CLECs that is not encompassed within BellSouth's obligations

1 pursuant to Section 251 of the 1996 Act. That being said, BellSouth is
2 permitted to recover its costs ((whether for one (1) "LEC Change" or
3 one hundred)) and the requesting CLEC should be charged a
4 reasonable records change charge. Requests for changes that occur
5 as a result of mergers, acquisitions and/or transfer of assets will be
6 handled through the mergers and acquisition process previously
7 discussed.

8

9 Q. THE JOINT PETITIONERS STATE, AT PAGE 99 OF THEIR
10 TESTIMONY, "GENERALLY 'LEC CHANGES' ARE SIMPLE
11 ADMINISTRATIVE CHANGES THAT ARE NOT UNDULY TIME OR
12 LABOR INTENSIVE " DO YOU AGREE?

13

14 A. No. First, a name change, even if it does not include an asset change
15 in ownership, is not a simple administrative change. With companies
16 the size of the CLECs involved in this arbitration, there are numerous
17 services, circuits, collocation arrangements, and other arrangements
18 that must undergo the records change. For instance, information in
19 systems such as Trunks Integrated Record Keeping System ("TIRKS"),
20 Loop Facilities Administration and Control System ("LFACS"), Switch,
21 Loop Maintenance Operations System ("LMOS"), billing, etc., all must
22 be changed in a merger.

23

24 These record changes are at the request of the CLEC, not BellSouth
25 As the cost causer, the CLEC should be responsible for the cost of the

1 change, no matter if it is once per year or once in ten (10) years.
2 Further, during a merger, acquisition, or whatever activity is
3 precipitating the name or other records change, the company or
4 companies involved should consider such costs as part of the business
5 arrangement. These record changes require work to be performed
6 that generates costs that BellSouth should be permitted to recover. It
7 is not appropriate or fair to require BellSouth to fund the cost of the
8 name change for these companies. The suggestion that a "free"
9 change once a year is somehow reasonable along with the implication
10 that it doesn't cost BellSouth anything to make changes is simply
11 wrong, and patently unfair. As I discussed above, BellSouth is working
12 to include a list of the applicable rates that can be associated with this
13 activity associated with BellSouth's mergers and acquisitions process.
14 This will be added to the mergers and acquisitions process posted on
15 the website referenced above.

16
17 Q. THE JOINT PETITIONERS STATE, AT PAGE 99 OF THEIR
18 TESTIMONY, "IN A COMMERCIAL SETTING, BUSINESSES HAVE
19 TO DEAL EVERY DAY WITH CORPORATE REORGANIZATIONS,
20 MERGERS, ACQUISITION, ETC. MOST BUSINESSES, HOWEVER,
21 DO NOT GET TO IMPOSE A CHARGE FOR MAKING A SYSTEM
22 MODIFICATION TO RECOGNIZE SUCH A CHANGE IN
23 CORPORATE STATUS OR IDENTITY." PLEASE RESPOND.

24
25 A. Once again, the Joint Petitioners attempt to simplify a complex issue

1 by comparing this situation to a commercial setting governed by
2 commercial contracts. This is not a commercial setting governed by a
3 normal commercial contract. And the cost of unbundled network
4 elements and interconnection do not include the administrative costs
5 BellSouth incurs for changing a CLEC's corporate name or other
6 company codes. The Petitioners argue that these changes are as
7 simple as a subscriber contacting *Sports Illustrated* to change his or
8 her address. This analogy, however, is not true. When corporate
9 names are changed in the telecommunications industry, numerous
10 changes in multiple billing databases and other record databases must
11 be made. In some cases, there could be hundreds of thousands of
12 accounts involved and each of those accounts will have to be changed.
13 As such, the cost caused by the CLEC should be borne by the CLEC.

14
15 Q. WHAT IS BELL SOUTH'S POSITION ON ITEM 96(B)?

16
17 A. The interval for any such project would be determined based upon the
18 complexity of the project. As I discussed previously, this negotiation of
19 rates and intervals is included in the transfer agreement that is part of
20 the mergers and acquisition process. It is extremely difficult, if not
21 impossible, to establish an interval before the scope of the project and
22 required work has been determined. The time it takes to change
23 records on 500 circuits will necessarily differ from the length of time it
24 will take to change 60,000 circuits, which itself will depend on how
25 many other requests are being handled based on another carrier's

1 request It is only reasonable that the quantity of circuits, collocation
2 arrangements, etc., would drive the length of time it would take to
3 complete the records' changes. However, as discussed above,
4 BellSouth is working to provide interval guidelines that will be added to
5 the mergers and acquisitions process discussed above. This will give
6 the CLECs an expectation of how long it will take to accomplish this
7 type of LEC name change based on the types and volumes of services
8 involved.

9

10 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

11

12 A. Yes.

13